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"NBD park ringe **Home Equity**

This Mortgage is dated as of	May 22 '	, 1992 and is between *(
	not personally but us Trustee	under a Trust Agreement di	ited	
known as Trust No)* 1	Barbara A. Brown, a s	pinster		("Mortgagor")
and NBD_PARK_RIDGE_BANK	·	Par	k Ridge, Illinois	("Mortgagee").
And the second s		3264,000	2.00	The second second
and the contract of the second	Witness	eth:	Language Control of the Control	
Mortgagor has executed a Revolving Credit N amount of \$18,000,00 (the the Note at the per annum rate equal to As used in the Note and this Mortgage, "Va Wall Street Journal in the "Money Rates" As used in the Note and this Mortgage "bu Wall Street Journal is not published. The after the date of the change in the Variable R notice by the Bank to the undersigned. Any a whether from any past or future principal at Rate" in the "Money Rates" column, the Monterest after Default, (defined below), or in equal to	Tote dated the same date as this I "Line of Credit"). Interest on One (ariable Rate Index" means the column as the "Prime Rate" cisiness day" means any day off effective date of any change in the Variable Rate Inchange in the Variable Rate Indexances thereunder. In the even ortgagee will select a comparable naturity of the Note, whether be 2 %) percent per annum	Mortgage payable to the order the Note shall be calculated. 1 %) percent per an rate of interest, or the highes on the last business day of eater than a Saturday or Sund the Variable Rate Index will dex may fluctuate under the lex will be applicable to all the Wall Street Journal of the wall Street Journal of the content of the interest rate Index and will by acceleration or otherwise, in excess of the Variable Rate	on the daily unpaid promined in excess of the Vist rate if more than one ach month for the precess or general legal holid be the first day of the Note from month to more outstanding indebted discontinues the publica notify the Mortgagor of shall be calculated at the Index. Mortgagor has	rincipal balance of ariable Rate Index., published in The eding business day. day on which The enext billing cycle and the with or without ess under the Note tion of the "Prime the Index selected. he per annum rate the right to prepay
the Note will not exceed 18%.	cipal calance of the 1400 at al	y time, without penanty. The	, maximum pe. amam	
the Profe will not exceed to x-				production of the second
"To Be Deleted When This Mortgage Is! Mortgagor promises to repay all ar curts of account statement, the Mortgagor shall pay 10 Monthly payment equal to the account	principal and interest on the N to the Bank the amount due indicates on the Note.	lote. On or before the payme in accordance with the paym	ent option selected belo)数数 Language Company Company Language Company Company Company
☐ Monthly payments equal to one sixti	etr (1/60th) of the principal ba	lance outstanding on the No	te or \$100.00, whicheve	r is greater.
The entire unpaid balance of principal and in				May 22, 1997
To secure payment of the indebtedness evid of the Note, Montgagor does by these present in the real estate situated, lying and being Lot 34 in Schavelje and Knuth the W 1/2 of the SE 1/4 of Semeridian, in Cook County, Ill:	ence, by the Note and the Liants County, Warrant and Mortin the County of String Mawretion 1, Township 40	bilities (defined below), incl tgage unto Mortgagee, all of Cook and State of Ill addition to Chicago North, Range 12, Ea	nding any and all renew Mortgagor's estate, right inois, legally described being a Subdivi act of the Third	vals and extensions at, title and interest as follows:
Permanent Real Estate Index No		C	77 TRAN 1857 99/9 98 #	47008
	is A Junec	or Mortga	1 5 0	
029	:47008		9264	8008

7474 West Seminole Street. Chicago

Permanent Identification No.: 12-01-419-004
which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, to artenances, gas, oil, minerals, easements located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitatica, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or central v cc strolled) 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 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

lateral or guaranty from time to time securing payments hererof; no the Mote, through enforcement of the provisions of the Note and any other coland available to the party interposing the same in an action at law upon of the trust estate which in part is securing the payment hereof, and this Morrgage shall be subject to any defense which would not be good 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 insolar as the trustee is concerned, is payable only out the trustee, and insolar as the trustee is concerned, is payable only out the trustee. and deficiency.

Is, No action for the enforcement of the lien or of any provision of the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the More in case of a foreclosure sale any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to gagee" includes the successors and assigns of Mongagee. the use of any gender shall be applicable to all genders. The word "Mordebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagot shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular shall he supplies and pender. The the second of any graphs to all academ. in whole or in part of the indebtedness secured hereby, or secured by the receiver to apply the net income in the receiver's hands in payment sion, control, management and operation of the Premises. The court in which the forcelosure suit is filed may from time to time authorize also include all persons or parties liable for the payment of the inpowers which may be necessary or are usual for the protection, posses-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 or through Mortgagor. the foreclosure suit and, in case of a sale and a deficiency, 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 intervention of the receiver, would be entitled to collect the intervention of the receiver stall also have all other the rents, issues and profits. Such receiver stall also have all other Liabilities secured by this Mortgage. of this Mongage, if the Mongagor renders payment in full of all

County My Conniesion Expires 5-14-94 zionilli lo sudi Notaty Public, State of Illinois J MARUE GAISUH silouf yrack My Commission Expires: 5-14-914 SEAL OFFICIAL lo ysb ___ Synd Civen under my hand and notarial seal this. instrument as his/ner free and voluntary act, for the uses and purposes herein set forth. biss off beneviteb bas bengis subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged ther. "อนาซา personally known to me to be Lie san te person(s) whose name(s). grown, a spinater ., a Notary Public in and for said County and State, do hereby certify that... State of Illinois and known as Trust No. **'6**I Not personally, but as Trustee under a Trust Agreement dated and scal of Ann jagor the day and year set forth above. Witness the hand__ 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 inco. por sted by reference herein. ing provisions of this Mortgage. such provisions shall be ineftent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remainbe effective and vaild under er pli able law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. 20. This Morgage has been that each of this Morgages in Rack Bladge. Illinois, and shall be construed in accordance with the laws of the l Park Ridge personal liability shall be asserted or be enforceable against the Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner. expenses, including recording fees and otherwise, to release the lien Morigagee agrees to release the lien of this Morigage and pay all lo. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Jest to yeb

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

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 (cor-

a (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as

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

respectively, appeared before me this day in person and

My Commission Expires:

Given under my hand and notarial seal, this...

tion), as Trustee, for the uses and purposes therein set forth.

poration) (association), as Trustee, for the uses and purposes therein set forth; and the said

Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Montgagor any desira 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 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 stall 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 or attend 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 such refault, or acquiescence therein, or shall affect any subsequent 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 hereafter situated on the Premise; insured against loss or damage by fire, lightning, windstorm, vandalliar, and malicious damage and such other hazards as may from time to time by dissipated by Mortgagee. Mortgagor shall keep all buildings and improvements now or herafter situated on the Premises insured against lost or "image by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in find the cost of replacing or repairing the buildings and improvements on 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. 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 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, 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 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 Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with his 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 same meaning at the bedge the Note and includes the failure of the Nortgage theory theory through the Note any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Default under 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 Mortgagor to pay the Note or Liabilities in accordance with their terms.
- 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 Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsever 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 or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Linbilities 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 Morigage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are 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 this Mortgage, there shall be allowed and included as additional indebtedness in the independent of the state 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, renographers' charges, publication costs and costs of procuring all Istracts of title, title searches and examinations, title insurance policies, To rons certificates, tax lien searches, and similar data and assurances with a spect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any forceloss re sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby car's hall be immediately due and payable, with interest thereon at a rate colly lent to the post maturity interest rate set forth in the Note. This prior aph shall also apply to any expenditures or expenses incurred or prid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgage shall be a party, either as plaintiff, clain ant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit to the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement crany suit to collect upon or enforce the provisions of the Note or act attrament 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
- 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 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 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. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of

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