

This instrument prepared by:
Joseph R Liptak
6700 W North Av
Chicago IL 60635

UNOFFICIAL COPY

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DEPT-01 RECORDING \$27.00
T43233 TRAN 5078 09/28/92 13:32:00
63710 * C * -92-717244
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

LOAN NO. 011921455
DATE: SEPTEMBER 21, 1992

MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

THIS MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and among ROBERT G NIXON JR AND TONI A NIXON, HIS WIFE and (strike if title is not held in an Illinois Land Trust) (the "Trustee"), not personally but as Trustee under a Trust Agreement dated _____ and known as Trust No. _____ (herein each of ROBERT G NIXON JR, TONI A NIXON and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS, whose address is 8700 W. North Avenue, Chicago, Illinois 60635 (herein "Lender").

In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located in the VILLAGE of WINNETKA, County of COOK, State of Illinois:

LOT 6 IN BLOCK 11 IN PROVIDENT MUTUAL LAND ASSOCIATION, A SUBDIVISION OF BLOCK 7 TO 12 AND 28 TO 33 AND 54 TO 59 IN THE VILLAGE OF WINNETKA, IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N. # 05-20-274-003

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which has the address of 984 ASH, WINNETKA IL 60023 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversal in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in UCC);

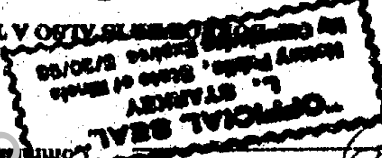
To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 50,000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 10/01/02; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

Notary Public
Given under my hand and official seal this
19
Commission Expires:
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY

not personally but solely as trustee as aforesaid
By:
State of Illinois
County of
SS:



Notary Public
Given under my hand and official seal this 31 day of
1992
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Table with 4 columns: INDIVIDUAL BORROWER, Date, INDIVIDUAL BORROWER, Date. Includes names like TONI A NIXON and ROBERT G NIXON JR.

24. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the property.
25. Release. Upon payment of all sums secured by this mortgage and termination of the revolving credit line under the

26. Assignment of Rental. Appointment of Receiver. Lender in possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

27. Release. Upon payment of all sums secured by this mortgage and termination of the revolving credit line under the
28. Release. Upon payment of all sums secured by this mortgage and termination of the revolving credit line under the

29. Release. Upon payment of all sums secured by this mortgage and termination of the revolving credit line under the

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that Borrower will neither take any action to change the legal description of the property or any part thereof, or change in any way the nature or use of the property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note together with any fees and charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, or the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each such debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If pursuant to the terms of this Mortgage, the Property is sold or required by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage; then to interest, fees and charges payable pursuant to the Note, then to the principal amounts outstanding under the Note.

4. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage (except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property) provided, that Borrower shall not be required to discharge any such prior lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insured policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing and subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, insurance proceeds shall at Lender's sole discretion be applied to restoration or repair of the Property damaged or to pay the sums secured by this Mortgage, with the excess, if any, paid to Borrower and Lender is hereby authorized to do any of the above. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Note, or change the amount of such payment. If under the provisions of this Mortgage the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, or hereby authorized and shall be paid to Lender, in the event of a total or partial taking of the Property, the proceeds shall be applied to the amount owed by the Borrower to Lender, with the exception, if any, paid to Lender.

10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or this Mortgage shall not be deemed a waiver of or prejudice the exercise of any such right or remedy. The presentment of the Note or this Mortgage, or the payment of the Note or this Mortgage, or the exercise of any such right or remedy by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound, Joint and Several Liability. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The covenants and agreements of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail, return receipt requested, to the address specified in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by retention of the original possession of the Note, and the date of actual receipt of such information shall be conclusively determined by retention of the original possession of the Note, and the date of actual receipt of such information shall be conclusively determined by retention of the original possession of the Note.

15. Actual Knowledge. For purposes of this Mortgage, Lender will not be deemed to have received actual knowledge of information required to be completed by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by retention of the original possession of the Note, and the date of actual receipt of such information shall be conclusively determined by retention of the original possession of the Note.

16. Government Law, Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision of this Mortgage or the Note conflicts with any applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to the extent the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a certified copy of the Note and of this Mortgage at the time of execution or after recording hereof.

18. Events of Default; Remedies (Including Foreclosing the Line). Such events are: (1) Borrower's failure to pay when due any amount due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower, or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due; (7) Borrower, or any assignee of the Property or successors in interest or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit instrument or mortgage evidence or security instrument or obligation of Borrower with priority over the line of credit instrument described in the Note; or whose lien has or appears to have any priority over the line of credit instrument described in the Note; or who is or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors are secured by the Property (or actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise specified in this Section.

19. Remedies (Including Foreclosing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declining or asserting an Event of Default or in violation of any other term of this Mortgage, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. "Freezing" the line may not preclude Lender from subsequently exercising any right or remedy set forth hereof or in the Note.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only present existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby, outstanding at the time any advance is made. The line of credit shall be available to all the indebtedness secured hereby.

21. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person (without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage). However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Mortgage. Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

22. Acceleration. Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

23. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

24. Successors and Assigns Bound, Joint and Several Liability. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The covenants and agreements of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

25. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail, return receipt requested, to the address specified in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by retention of the original possession of the Note, and the date of actual receipt of such information shall be conclusively determined by retention of the original possession of the Note.

26. Actual Knowledge. For purposes of this Mortgage, Lender will not be deemed to have received actual knowledge of information required to be completed by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by retention of the original possession of the Note, and the date of actual receipt of such information shall be conclusively determined by retention of the original possession of the Note.

27. Government Law, Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision of this Mortgage or the Note conflicts with any applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to the extent the provisions of the Mortgage and the Note are declared to be severable.

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