NBD ARLINGTON HELGATE BANK Home Equity Account Boyotym, Credit Vortguge Variable Rate

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This Mortgage is dated as of	SEPTEMBER 18 , 1992 and in decimal 1992
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Minnen = Ernat=lat.	JOHN E. VICHER AND JANETTA'S. VICHER, his wife ("Mortgagor")
and NBD Arlington Heights Sant	Arlington Heights , Illinois ("Mortgagee").

Witnesseth:

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in the principal amount of \$. 50,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unmaid principal balance of smount of \$ 50,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to 000-00 ff (\$0.%) percent per annum in excess of the Variable Rate Index.

As used in the Note and this Mortgage. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rates" column as the "Prime Rate" on the last business day of each mouth for the preceding business day.

As used in the Note and this Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next brilling cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances theseunder. In the event The Walt Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 18%

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

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

*3 Monthly payment equal to the accraes interest on the Note.

[1] Monthly payments equal to one sixt cli (1/60th) of the principal balance outstanding on the Note or \$10000, whichever is greater.

The entire unpaid balance of principal and incrests on the Note, if not sooner paid, shall be due and payable on September 18 , 19.97.

LOT 14 IN HARRY J. ECKARDT'S PINEGATE WISHLANDS, BEING A SUBDIVISION OF THE SOUTH 1438 FEET OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO HE PLAT THEREOF RECORDED MAY 27, 1946 AS DOCUMENT NUMBER 13804648, IN COOK COUNTY, ILLINOIS. -04ng

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2310 N. Pine Avenue, Arlington Heights, Illinois 60004

Permanent Identification No.: 03-17-105-908

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, apparting test gas oil, minerals, easements located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitatic of the distribution of the premises and all schools singly heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally by obed) and all schools singly shades, storm doors and windows, those coverings, awnings, stoves and water heaters, whether now on or in Call's register, or instanted ground installed or placed on or in the Premises. The foregoing items are and shall be decreed a part of the Premises and a portion of the School of the Premises.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby piedge 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 rem 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 bersefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- I. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or bereafter on the Premises which may become damaged or be destroyed: (b) i cep 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 judebtedness 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

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Liabilities secured by this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgage and all persons or parties cluiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtoriation and persons or parties shall have executed the More or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The indeptor shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgage." includes the successors and assigns of Mortgage. But gagee" includes the successors and assigns of Mortgage.

of this Mortgage, if the Mortgagor renders payment in full of all

tgagee" includes the successors and assigns of Mortgagee. 19. In the event the Mortgagor is a land trustee, then this Mortgagor is a land trustee, then this Mortgagor is executed by the Mortgagor, not personally, but as trustee in the exist of the power and authority conferred upon and vested in it as the trustee, and insolar as the trustee is concerned, is payable only on the trustee, and insolar as the trustee is concerned, is payable only on the trustee, and insolar as the trustee is concerned, is payable only on the trustee upon the trustee and any other collaboration of the provisions of the payment hereof, and lateral 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, ing, issue or transfer thereof, all such personal liability of the trustee.

if any, being expressly waived in any manner.

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 shall also have all other the ronts, issues and profits. Such receiver shall also have all other proverse, proverse, which may be necessary or are teatal for the princetion, possession, costrol, many be necessary or are teatal for the princetion, possession, costrol, many be necessary or active the brands in payment and whole or in part of the income in the receiver's hands in payment or other lies or encuritations in the receiver to apply the net income in the receiver's hands in payment the receiver to apply the net income in the receiver's hands in payment of the indebtedness secured hereby, or secured by or ecciver to apply the net income in the receiver's pands in payment against or of or of the judgment and the deficiency judgment against what being hereof or of the judgment, and the deficiency judgment against and deficiency for any guarantor of the Mote in case of a foreclosure sale and deficiency for the judgment of the lite of or or of any provision of the deciciency in the endowed. The content of any provision of the deciciency provision of

35. We 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 purry interposing the same in an action at law upon the Mortgagee shall have the right to inspect the Premises at all

M. Morrigagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. If Mortgagee and access the fien of this Mortgage and pay all I Mortgagee agrees to release the fien of this Mortgage and pay all its expenses, including recording fees and otherwise, to release the lien

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Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge vit to wortgagor may de ite to contest prior to such tax, assessment or have been ing lelin juent.

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 teet 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, in 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 shall be in addition to every other remedy or right now or hereafte existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall in poir any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the some or different nature. Every such remedy or right in the exercised concurrently or independently, and when and as often, a may be deemed expedient by Mortgagee.

Mortgagee.

6. Mortgagor 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, valida is mand malicious damage and such other hazards as may from time to time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or berafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard ware. Each insurance policy shall be for an amount sufficient to pay in foll the cost of replacing or repairing the buildings and improvements or the Premises and, in no event less than the principal amount of the 8' 40. Mortgagor shall obtain liability insurance with respect to the Prein ses in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagec.

7. Upon Default by Mortgagor bereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor bereunder 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 Morigagee 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 this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has

the same meaning as defined in the Note and includes the failure of the Mo tgager to counlete course any Cause for Default and to deliver to the Mortgagee whitten 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. Netwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kiral, 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.

"Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgague 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, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or comingent, 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 Mortgages or drafting any documents for the Mortgages 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 dishursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, 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 forcelose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, outlies for documentary and export evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, forrens certificates, tax lien searches, and similar data and assurances A'A respect to title as Mortgagee may deem to be reasonably necessary citly ran prosecute the foreelosure suit or to evidence to bidders at any foregoing 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 of paid by Mortgagee shall become additional indebtedness secured hereby ad shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forthin the Note. This prograph shall also apply to any expenditures or expenses incurred or mid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claip and or defendant, by reason of this Mortgage or any indebtedness seen ed hereby; or (b) any preparation for the commencement of any set to the forcelosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencemen, of any suit to collect upon or enforce the provisions of the Note or my instrument which secures the Note after Default, whether or not actually commenced; or (c) any prepuration for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraphs; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

14. Upon, or at any time after the filing of a complaint to 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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