## UNOFFICIAL COPY,

aSalle Bank Northbrook Equity Line of Credit Mortgage

#177901564E

92974679

This Equity Line of Credit Mortgage is made this 16th day of (letabor, 1992 between the Mortgager, THE WINNETKA BANK, AS TRUSTEE U/T/A DATED 18/3/85 A/K/A TRUST NUMBER R.395 (Herein "Borrower"), and the Mortgagee, LaSalle Bank Northbrook, a state banking institution whose address in 1200 Shermer Road, Northbrook, Illinois, 60062 (Herein 'Lender').

Whereas, Borrower and Lender have untered into an Squity Line of Cradit Agreement (the "Agreement") dated Orienter 16, 1992 pursuant to which Borrower may from time to time burrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$250,400.00 plus interest. Sorrowings under the Agreement will take the form of revolving cradit lense as described in purgraph 16 below, ("Lones"). Interest on the Lones borrowed pursuant to the Agreement is psyable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Londer and Borrower, all revolving lones outstanding under the Agreement of the Company of the Picel Memory Date") together with interest thereon, may be declared due and psyable on demand. In any event, all Lones borrowed under the Agreement plus interest thereon must be repaid by Ostober 10, 2012 (the "Picel Mesturity Date").

To Secure to Lander the repsyment of the Louis made pursuant to the Agreement, and all extensions, renewale and refinancing thereof, with interest thereon, 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 security and agreement of Secretary contained herein and in the Agreement, Secretary states hereby startings, grant and sourcey to Linder the following described property inouted in the County of Coult, State of Illinois:

LOT 15 IN GEORGE F. NIXON'S FIRST ADDITION TO GLENAYRE DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 47 NORTH, RANGE 12, RAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF GLENVIEW ROAD, ACCORDING TO THE FLAT THEREOF REGISTERS.

V AS DOCUMENT NUMBER 795,050, IN COOK COUNTY, ILLINOIS. AS DOCUMENT NUMBER 795,050, IN COOK COUNTY, ILLINOIS.

to the address of 1246 WEST! & W. ROAD, GLENVIKW, ILLINOIS 58425 (Herein "Property Address"):

T#8888 TRAN 7361 12/28/92 12:43:00 **\*--92--974679** 

Tegether with all the improvements now or bereafter ercoted on the property, and all easements, rights, appurtenances, reals, royalties, missent, oil and gas rights and profits, water rights, water stock, and all fixtures now or by reafter stacked to the property, all of which, mobaling replacements and additions thereto, shall be deemed to be sad remain a part of the property ouvered this Mortgage; and all of the foregoing, the property of t

Berrower covenants that Borrower is invitally sell of the estate horeby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally as title to the Property against all claims and defended in a schedule of exceptions to coverage in any title insurance policy insuring ender's interest in the Property.

Coverante. Borrower and Londor coverant and agrey as f slows:

- 1. Physicant of Principal and Interest, Borrower shall pour pily pay when due the principal and interest on the Lones made pursuant to the Agreement, together with any fees and charges as provided to Agreement.
- 3. Charges; Lieus. Borrower shall pay or cause to be paid all taxes, assessed onto and other charges, fines, and impositions strributable to the Property which may attain a priority over this Mortgage, and leasthold payments or ground reuts, if any, including all payments due to thereby mortgage disclosed by the title insurance policy insuring Leader's interest in the Property. Borrower shall, upon equest of Leader, promptly furnish to Leader receipts evidencing such payment. Borrower shall promptly discharge any lieu which has priority over this Mortgage, except for the lieu of any mortgage inclosed by the title insurance policy insuring Leader's interest in the Property; growly ed, that Borrower shall not be required to discharge any such lieu to long as Borrower shall gave in writing the payment of the obligation secured by such lieu in a manner acceptable to La. 17 ... shall in good faith contest such lieu by, or defend suforcement of such a lieu in, legal proceedings which persist to prevent the enforcement of the lieu or forfeiture of the Property or any part thee of

4. Hanard Insurance. Borrower shall keep the improvements now existing or bereafter a londer of recited on the Property insured against keep by fire, hazards included with the term "extended coverage", and such other hazards as Londer may require and in such amounts and for such periods as I bader of provided, that Lander shall not require that the amount of coverage required to pay for the sums ascured by this Mortages and any other mortgar a on the Property.

This insurance policies are received by the insurance shall be chosen by Borrower subject to approval by Lander; provided, that such approval shall not be unrescensibly withheld. All premises on insurance policies and renewals thereof shall be in form acceptable to Lander and shall include a same and mortgage clause in favor of and in form acceptable to Lander. Upon request of Lander, corrower shall promptly furnish to Londer all renewal actions and all receipt of paid premises. In the lost of londs, Burrower shall give prompt action to the insurance particles and the security of this Mortages is not the promptly Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be accurately of this Mortage is not thereby impaired. If such restoration or repairs is not soonemically feasible to the same secured by this Mortage, with the excess, if my, paid to Borrower. If the Property is abunded a by Borrower, or if Borrower fails to respond to Londer within 30 days from its notice is mailed by Lander to Borrower that the insurance carrier offers to action or lander in restoration and repair of the Property or to the same secured by this Mortages.

Unless Londer and Borrower described in writing, any such application of proceeds to principal shall not extend or portion of any payments due under the Agreement, or change to stander and Borrower for the Property or to the owns sourced by this Mortage in manufacture of the Property or to the owns sourced by the Mortage in manufacture of the Property or to the owns sourced by this Mort

- reservation and Maintenance of Property; Leaseholds; Condominiums; Planead Unit Developments. Berrower shall to a property in good repair and shall not commit waste or permit not or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. I was Mortgage is on a unit in a condominium or a planead unit next. Borrower shall perform all of Borrower's obligations under the declarations or coverance or coverance or governing the condomination are in planead unit development, and constituent documents. If a condominium or planead unit development, and constituent documents. If a condominium or planead unit development are considered with this Mortgage, and agreements of such rider shall be incorporated into and shall amond and supplement the coverance and agreements of time Mortgage as if the rider were a part hereof.
- 6. Protection of Lunder's Security. If Borrower fails to perform the covenants and agreements contained in this Miritange, or if any action of proceeding is commenced which materially at Londer's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mort; ages, entered, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Londer at Londer's option upon notice to Sorrewer, may make an appearance, disburse such sums and inke action as is necessary to protect Londer's interest, including, but not limited to, disbursement of reasonable attory upon the Property of the

make repairs.

Any emounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebturiness of Borrower secured by this 1, or 1,

- pable craries upon and inspections of the Property, provided that Lander shall give Barrowse no sepection. Leader may make or cause to be made reasonable entries u agressonable cause therefor related to Leader's interest in the Property
- Condemnation. The proceeds of any gward or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lies of condemnation, are hereby assigned 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 sums secured this Mortgage, with the excess, if any, paid to Borrower.
- If the property is abandoned by Borrower, of if, after notice by Lender to Borrower that the condensor offers to make an around or settle a claim for damages, Borrower fails to respond to Lender ishin 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration as repaid of the Property or to the sums secured the Mortgage.

  Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change

- 9. Sorre wer Not Rainmand. Extension of the time for psyment or modification of any other term of the Agreement or this Mortgage granted by Lander to any successor in interest of Borrower and Borrower and Borrower in interest. Lander shall not be required to commune proceedings against such successors in interest. Lander shall not be required to commune proceedings against such successors in interest. Lander shall not be required to commune proceedings against such successors in interest.
- 18. Ferbearance by Lender Net a Walver. Any forbearance by Lender in exercising any right or remedy under the Auroement or becomes or the exercise of any such right or remedy. The procurement of insurance or the payment of texts or other liens or charges by Leader shall not be a walver of Lander's right to accelerate the materity of the indebtedness secured by this Mortgage.
- ot and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be nedies provided in this Mortgage is successively.



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- sours and Assigns Bound; Joint and Soverni Linbilly i assigns of Lender and Borrower, subject to the provis phe of this Mortgago are for convenience only and are al Liability; Captions. The covernate and agrot the provisions of paragraph 16 hereof. All cover — and are not to be used to interpret or define the ned shall bind, and the rights horounder shall insure to the respective to of Borrower shall be joint and several. The captions and handlags . The term interest as used horein shall mean and include all finance
- 13. 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 mailing such notice contribed mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Leader as provided herein, and (b) any notice to Leader shall be set by certified mail, return receipt requested to Leader's address stated herein or to such other address as Leader may designate by notice to Borrower as provided herein. Any notice provided in this Mortgage shall be deemed to have been given to Borrower or Leader when given in the manner designated herein.
- 14. Geveraing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Agreement are declared to be severable.
  - aformed copy of the Agreement and of this Mortgage at the tame of execution or after recordation bereof.
- 17. Termination and Acceleration. London the Agreement to be immediately due and payable, and o form six rights under this Mortgage if (a) Borrower falls to make any payment due under the Agreement and scoured by this Mortgage, (b) Borrower acts of fails to not in a way that adversely affectively. If the London's security for the indebtadance secured by this Mortgage, or any right of the London's recurrity for the indebtadance secured by this Mortgage, or (c) cay applicer's no statement furnished by Economic to the London is found to be unstanishly failed. The London's security for the indebtadance secured by this Mortgage, or (c) cay applicer's no statement furnished by Economic to the London's security failed by presumed to be adversely affected if (a) all or any part of the Property or as an adversely affected if (a) all or any part of the Property or as an adversely affected in the Communitarian to this Mortgage, (b) Borrower without London's prior written consent, excluding the creating of a lieu or encounterance subordinate to this Mortgage, (b) Borrower without content if it becomes necessary to foreclose this Mortgage by judical proceeding, Lendon shall be estitled to collect in the proceeding all expenses of foreclosure, including, but not limited to, reasonable stormey's fees, and costs of documentary evidence, abstracts and title reports.

- 18. Antigament of Rents; Appelatment of Ecceiver; London Beressides. As additional eccurity heresunder, Borrower hereby assigns to Lendor the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or Companies of the Property, have the right to collect and retain such rents as they become due and psyable. Upon socieration under paragraph 17 hereof or abandonment of the Property, at any time prior to the expiration of any period of redemption following judicial sale, Lendor, in person, by agent or by judicially appointed receiver, shall be entitled to cater upo., bit of commands the Property and to collect the Property including those past due. All rents collected by Lendor or the receiver shall be applied first to payment of the cost of the Property and collection of rents, including, but not limited to receiver's foos, premiums on receiver's bonds and reasonable stronger's fees, and then to the sums accuracy by this but and the receiver shall be liable to account only for those rents actually received.
- see. Upon payment of all sums secured by this Mortgage
  - nd war apa'on in the Property 20. Waiver of Homestead. Borrower hereby waives all right of hom

Vice President

In Witness Whereof, Borrower has executed this Mortgage

THE WINNETKA BANK, AS TRUSTRE U/T/A DATED 10/3/85 A/K/A TRUST NUMBEL R-59:

STATE OF ILLINOIS

COUNTY OF COOK ]

Undersigned , a Notary Public in and for said county and state, do horeby certify that personally known to ment, appeared before me this day in person and soknowledged that they signed and delivered the said instrument sa known to me to be the same person(s) whose name(s) are subscribed to the foregoing settument as their became and voluntary act, for the uses and purposes therein set forth. The Undersigned

d notarial seal, this 16th day of October, 1992.

Coffee bothy com THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO: MARY K. REGULA LASALLE BANK NORTHEROOK

1200 SHERMER ROAD NORTHBROOK, ILLINOIS 60062

SEAL " OFFICIAL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/13/96

First Chicago Trust Company of Illinois is the Successor Trustee to First Chicago Bank of Winnetka, formerly incomes The Winnetka Bank and all references with a few or the winners Bank Winnelka Bank shall be down to the ean Flist Chicago Trust Company of lathels.

MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by First Chicago Trust Company of Illinois, not personally but as Trustee as aloresaid in the exercise of the power and right on the conferred upon vested in it as such Trustee (and said First Chicago Trust Company of Illinois, hereby warrants that is possessed full power. This and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as the contained and it is expressly understood and agreed that nothing herein or in said Note or any understined may receive thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or un account of any indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming of the power and that so far as the Trustee and its successors and said First Chicago Trust Company of Illinois personally are industrially independent of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the personals are the conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the conveyed for the payment thereof. Appropried, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby second liability not the guarantor, if any.

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ATTACHED EXONERATION

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