

92053388

9th December 91

***LASALLE NATIONAL TRUST, N.A. SUCCESSOR TO LASALLE NATIONAL BANK SUCCESSOR TO THE LASALLE NORTHWEST NATIONAL BANK FORMERLY KNOWN AS NORTHWEST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 4, 1975 AND KNOWN AS TRUST NUMBER 26-2656-00**

Whereas, the undersigned Lender and Borrower have entered into an Equity Line of Credit Agreement (the "Agreement") dated December 9th 1991...

\$ 30,000.00 principal amount of the Agreement will bear the term of revolving credit... December 9th

1991... together with interest... December 10th

1998 **To Secure** the Borrower's performance of the obligations... **COOK** Illinois

THE NORTHERLY 3.0 FEET OF LOT 20, AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT 20, ALL OF LOT 21, ALL OF LOT 22, IN BLOCK 11 IN THE TOWN OF NORWOOD PARK, IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 13-06-303-042
DEPT-01 RECORDINGS \$25.00
T#7777 TRAN 3382 01/28/92 10:54:00
3538 # *-92-053388
COOK COUNTY RECORDER

5965 N. WEST CIRCLE, CHICAGO, ILLINOIS 60631
Together with all the improvements... and all other... of the property...

Borrower warrants that it is the owner... and has the right to mortgage, grant and convey the Property...

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of an interest on the Loan...

2. Application of Payments. These payments shall be applied first to all payments due and owing to Lender under the Agreement...

3. Charges; Liens. Borrower shall pay... and other... of the Property which may attach...

4. Hazard Insurance. Borrower shall obtain... on the Property... by fire, lightning, windstorm, hail or other...

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower will maintain the Property...

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements... or if an action or proceeding is commenced...

E.T.C. Box #397

92053388

2500

UNOFFICIAL COPY

7. Inspection. Lender may, at any time, inspect the Property and the records of the County Clerk's Office relating to the Property and the records of the County Clerk's Office relating to the Property.

8. Condemnation. The proceeds of any award or payment for the Property shall be applied to the payment of the debt secured by this Mortgage. If the Property is condemned by the City of Chicago, the proceeds shall be applied to the debt secured by this Mortgage.

9. Borrower Not Released. Extension of the term of payment or maturity of any debt secured by this Mortgage shall not constitute a release of the Borrower from the obligation to pay the debt secured by this Mortgage.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising its rights under this Agreement shall not constitute a waiver of its rights under this Agreement.

11. Remedies Cumulative. All remedies provided in this Mortgage are intended to be cumulative and shall not be limited by any law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and obligations herein shall bind the Borrower and its successors, assigns and heirs, and the rights hereunder shall inure to the benefit of the Lender and its successors, assigns and heirs.

13. Notice. Except to the extent required by applicable law, all notices shall be given to the Borrower at the address set forth in this Mortgage, or to the Lender at the address set forth in this Mortgage.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. If any provision of this Mortgage is held to be unenforceable, the remaining provisions shall survive.

15. Borrower's Copy. Borrower shall be furnished with a copy of this Mortgage and the Agreement at the time of the execution of this Mortgage.

16. Revolving Credit Loan. This Mortgage shall secure a revolving credit loan in the amount of \$30,000.00, which may be used for any purpose.

17. Termination and Acceleration. Lender at its option may terminate the revolving credit loan at any time. If the revolving credit loan is terminated, the Borrower shall immediately pay to Lender the amount of the revolving credit loan outstanding at the time of termination.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. Lender may, at its option, appoint a receiver to collect the rents of the Property, or may take possession of the Property.

19. Release. Upon payment of all debts secured by this Mortgage, the Borrower shall be released from all obligations under this Mortgage.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage.

State of Illinois }
County of Cook } ss
the undersigned

John C. Power, Asst. V.P. and Arlene M. Schmelka, Asst. Secy.

they signed and delivered the said instrument as their free and voluntary act and deed for the purposes herein stated.

Given under my hand and notarial seal, this 10th day of December, 1991.

(Seal) My Commission Expires: OFFICIAL SEAL EUGENIE BOISVERT Notary Public, State of Illinois My Commission Expires 2-28-92

This instrument is prepared by DELIA NIMETZ LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, Illinois 60641

*LASALLE NATIONAL TRUST, N.A., TRUST
Type of Trust Name: NUMBER 26-2656-00, not personally but solely as Trustee
By: John C. Power
Attest: Arlene M. Schmelka, Asst. V.P. and Secy

Eugenie Boisvert
Notary Public

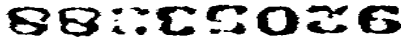
920553389

operation rider is hereon

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Property of Cook County Clerk's Office



RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

DATED 12-9-91 UNDER TRUST NO. 26-2656-00

This Mortgage or Trust Deed in the nature of a mortgage is created by LASALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust No. 26-2656 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LASALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LASALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LASALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by motion to enforce the personal liability of the guarantor or guarantors, if any. The trustee will not warrant or defend title to the property against all claims and demands.