

UNOFFICIAL COPY

LaSalle National Bank

COUNTY LINE OF CREDIT MORTGAGE

ABN LASALLE

1992 Between the Mountains

JERRY BURIN AND CAROL ANN WIEGEL TENANT IN JOINT TENANCY

WHEREAS, the above-named corporation has filed its annual report for the year ended December 31, 1947, with the Secretary of State, and the same was duly accepted by him on March 3,

25,000.00

March 1

March 34

12 *Journal of Health Politics*

12
The Standard has been superseded by the new edition of the Standard, which is now in use throughout the country. The new edition of the Standard is now in use throughout the country.

LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) IN BLOCK FOUR (4) IN E. T. PAUL'S SECOND ADDITION OF WILMETTE, A SUBDIVISION IN THE EAST 13.04 ACRES OF THE SOUTH HALF OF THE SOUTH EAST FRACTIONAL QUARTER (LYING WEST OF THE RAILROAD) OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 6.34 CHAINS THEREOF) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-20-420-019-0000

SEARCHED INDEXED SERIALIZED FILED 1528 FOREST AVE WILMETTE ILLINOIS 60091

1. **Leasehold interest.** The lessee has a leasehold interest in the property, and the lessee has the right to use the property for the term of the leasehold interest, subject to the terms and conditions of the leasehold interest.

The buyer acknowledges that there are no covenants or restrictions of the original title, survey, and title to the property, except as contained in the documents referred to above, and that the property is sold subject to any mortgages, declarations, easements or restrictions, if any, existing at the time of sale.

Exponents, Betti numbers and Euler-Poincaré characteristics of Julia sets

1. Payment of Principal and Interest The principal and interest on the Note will be paid in monthly installments of \$1,000.00, commencing on December 10, 2010, and continuing to December 10, 2011.

2. Application of Payments. The Company will apply payments received from the Borrower to the principal amount of the Represented and Unrepresented Advances in accordance with the following priority:

3. Charges, Agents, Dispossession. The Lender may require the Borrower to pay over to him or his agents or trustees in bankruptcy, or to any other person whom the Lender may designate, all moneys and properties attributable to the property which form an asset of the Borrower under the Administration Act, or any other legislation comparable thereto, and any payment due under any unpaid debt due by the Borrower to any creditor for the time being entitled to receive payment from the Borrower, except that the Lender may require the Borrower to pay over to him or his agents or trustees in bankruptcy, or to any other person whom the Lender may designate, all moneys and properties which have priority over the Mortgage, except for the sum of any third party debts held by the title deeds to the property, or unpaid debts thereon, in the property, provided that nothing shall be required to discharge any such debts held by the title deeds to the property, or unpaid debts thereon, in the property, except that the Lender may require the Borrower to pay over to him or his agents or trustees in bankruptcy, or to any other person whom the Lender may designate, all moneys and properties which have priority over the Mortgage, except for the sum of any third party debts held by the title deeds to the property, or unpaid debts thereon, in the property, and the Lender may require the enhancement of the charge or charges over the property, or any part thereof.

4. Hazard Insurance. The Mortgagor agrees that the property will be insured during the entire period of the Property loan against fire, hazard, accident, water, theft, rotted wood, damage to trees, other hazards, and temporary or permanent damage amounting to each period of twelve months, at a premium to be paid by the Mortgagor, and that the amount of coverage will be equal to the value of the property.

The manager or officer presiding over the hearing shall be charged by the Board of object to the order presented, if such appears to him not to be reasonably well founded. All proceedings of the hearing shall be open to public examination.

and/or a cause of action, and demands that you and the co-trustee or any third party to whom title has been transferred to release all liens, encumbrances, and claims against the property for the benefit of the Trustee. However, shall provide for such a time period as will give you and all other co-trustees and beneficiaries the opportunity to file a claim against the property for the benefit of the Trustee. In the event that there is no cause of action, and/or no claim against the property, the Trustee shall make prompt delivery of the property to the co-trustees.

The residual value of the asset is independently feasible and the amount of the short-term liability required to finance the replacement of the asset is determined by the present value of the cash flows reduced by the Mortgagor with the excess of the principal amount of the debt service calculated by Bremerton. It is required that the amount of the principal of the debt service calculated by Bremerton within 30 days from the date of the payment of the principal of the debt service calculated by Bremerton, is sufficient to cover all the costs of the replacement of the asset.

Landlord's possession of the Property will be terminated by the date of the termination of the lease or by the date of the termination of the leasehold interest in the Property.

5 - 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 deterioration of the Property and shall comply with the provisions of any lease of the Mortgage on a leasehold. If they Mortgagor own a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations, covenants and restrictions concerning the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development and covenants of title. If a record document of planned unit development is executed by Borrower and recorded together with the Mortgagor, the covenants and requirements of such record document shall supersede, amend and supplement this covenant and agreement of the Mortgagor as to the property covered by the same.

C - Protection of Lender's Security The Lender is entitled to receive payment and repayment contained in this Mortgage and any action or proceeding by any attorney who may be retained by the Lender or its agent or employee, or the Lender, or its agent or employee, for any practitioner brought by or on behalf of a claimant, mortgagee, co-tenant, donee, or other person entitled to an interest in the property, to foreclose, sue for a deficiency, or defend any suit or action brought against the Lender or the property by any person, or to collect any amount due under this Mortgage, or to take such steps and take action as is necessary to protect Lender's interest in the property or to collect any amount due under this Mortgage.

Any amounts stated and referred to herein are principal, interest or otherwise, shall bear an additional indebtedness of Borrower secured by the Mortgage, subject to payment in full prior to other forms of payment, such amounts to all be payable upon notice from Lender to Borrower upon demand payment thereof, and shall be in addition to the principal amount of the original amount of the principal contract to form an outstanding principal under the Agreement. Nothing contained in this paragraph shall be construed to require any repayment or take any action hereunder.

7. Inspection. Lender may enter onto the Property to be made by Lender in accordance with the inspection schedule of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property.

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B. Condemnation. The proceeds of any award of judgment, decree or order of any court or other tribunal, or the taking of the Property, or part thereof, by any authority, federal, state or local, or by any other power having jurisdiction over the Property, or partial taking of the Property, the proceeds shall be applied to the sums required by this Mortgage, with the excess, if any, paid to Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that at the option of Lender to make an award or judgment for damage, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender may proceed to apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the same secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any late application of proceeds to the payment of the Property, or the date of any payment due under the Agreement, or change the amount of such payment.

B. Borrower Not Released. Extension of the time for payment of principal or of any other term of the Agreement, or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of Borrower to Lender for any interest, Lender shall not be required to commence proceedings against Borrower to release, in any manner, the Property from the lien of any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower, or Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy of the person entitled to the payment of taxes or other taxes or charges by Lender shall not bar exercise of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative, and may be exercised singly or jointly under this Mortgage, or afforded by law or equity, and may be exercised simultaneously, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind the Lender and the holder of this Mortgage to the respective successors and assigns of Lender and from whom this Mortgage has been derived, joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only, and are not to be construed to affect the provisions hereof. The term "Interest" as used herein shall mean and include all interest, charges, costs and expenses of the Agreement.

13. Notice. Except for any notice required under applicable law to be given in one form, manner, and style, notice to Borrower prior to or after this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property, or to such other address as Lender may designate by notice to Lender as provided herein, and if no day is set for Lender shall be given by registered mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice prior to or after this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner and upon the date so specified herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State in which, at the time of its execution, or of the Mortgage or the Agreement conflicts with applicable law, such conflict shall be resolved in favor of the law of the State in which the Mortgage can be given effect without the conflicting provision, and the provisions of the Mortgage and the Agreement are subject to the severability.

15. Borrower's Copy. Borrower shall be furnished a copy of this Agreement, and of this Mortgage, within ten days after execution hereof.

16. Revolving Credit Loan. This Mortgage is given to Lender as a revolving credit loan, and the sum of money advanced under this Agreement but also future advances, whether such advances are deductible or not, made at the option of the Lender, or otherwise, shall not exceed within 20 years from the date hereof, to the same extent as 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 law of this Mortgage shall be valid as to all indebtedness secured hereby outstanding at the time of its filing for record in the recorder's or registrar's office of the court in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby, including last disbursements which the Lender may make under this Mortgage, the Agreement, or any other document, whether or not at any one time outstanding, shall not exceed a maximum principal amount of \$ 25,000.00 plus interest thereon and additional amounts made for payment of taxes, special assessments or insurance on the Property, and interest accrued thereon, and all fees, costs and expenses being hereinafter referred to as the "maximum amount secured hereby". This Mortgage shall be valid and have priority over all other liens, encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of funds under the Agreement, declare all amounts owing by Borrower to Lender under the Agreement to be immediately due, payable, and enforce its rights under this Mortgage if so Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (d) if Borrower fails to or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or (c) if any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (d) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, (e) it becomes necessary to foreclose this Mortgage by judicial proceeding, 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 documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby agrees to Lender that rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in default of title to the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender will release the Mortgage without charge to Borrower. Lender shall pay all costs of recording, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage

JERRY BURIN
Type of Print Name

Borrower

Carol A. Burin
CAROL A. BURIN
Type of Print Name

Borrower

State of Illinois

} ss

County of ...

1992 WR 2 FL 2:41

92149993

I, THE UNDERSIGNED,

JERRY BURIN AND CAROL A. BURIN

to be the same person(s) whose names(s) ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that . . . T he . . . X signed and delivered the said instrument as . . . THEIR . . . free and voluntary act, for the uses and purposes therein set forth.

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

day of . . .

(SEAL)
My Commission Expires

"OFFICIAL SEAL"
DeLois Davidson
Notary Public, State of Illinois
My Commission Expires June 16, 1995

This Instrument Prepared By:

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

attn: Lenes line
Roger S.