Bank Evanston. $-NBD_{-}$

92157821

D	Home E	quity Accoun	Re olving	Credit/Mortgag	ge Variable R	ate	· ~~~
This Mortga	ge is dated as of			ry 18 , 19 92 and			
•		. not po	ersonally, but as	Frustee under a Trust	Agreement dated		, 19 and
and NBD	Bank Evanst)*	RODELT W. LE	sh, single	Evanston	, Illinois ("	("Mortgagor") Mortgagee").
and 1100						,	
				/itnesseth:			
amount of \$_ the Note at the Note at the As used in the Wall Street; As used in the Wall Street, after the date notice by the whether from Rate, in the '	50,000,00** ne per annum rate e Note and this M fournal in the "M to Note and this M fournal is not put of the change in th Bank to the under any past or futur 'Money Rates' col	equal to equal to fortgage, "Variable foney Rates" column fortgage "business oblished. The effectiv e Variable Rate Inde signed. Any change e principal advances umn, the Mortgage	of Credit"). Inte Half Rate Index" mean as the "Prime I day" means any e date of any cha in the Variable Rate The Variable Rate The Variable Rate Will select a com	s this Mortgage payables to the Note shall (be calculated on the ercent per annum in or the highest rate ness day of each morday or Sunday or gate Index will be the under the Note freable to all the outstreet Journal discontidex and will notify	ne daily unpaid prime access of the Variation one, plant for the precedification of the precedification of the month to month anding indebtedness the publication the Mortgagor of the	cipal balance of able Rate Index. ublished in The ag business day, on which The ext billing cycle with or without a under the Note in of the "Prime Index selected.
eoual to	Half	(_%) percent per a	ether by acceleration of annum in excess of the	Variable Rate Index	c. Mortgagor has the	right to prepay
all or any pa	rt of the aggregate	unpaid principal ba	lance of the Not	e at any time, without	t penalty. The maxi	mum per annum rai	te of interest on
the Note will	not exceed 19 %						
		iorigage Is Not Ex					
account states	nent, the Mortgag	for scall pay to the	Bank the amount	the Note. On or befo due in accordance w	re the payment date ith the payment opt	shown on the Mort ion selected below:	gagor's monthly
Month ☐ Month	ly payment equal ly payments equal	to the accided interests one sixaet. (1/6)	est on the Note. Oth) of the princi	pal balance outstandin	ng on the Note or \$	100.00, whichever is	greater.
The entire un	paid balance of pri	ncipal and inter ets o	n the Note, if not	sooner paid, shall be	due and payable on_	February 1	<u>9</u> , 19 <u>97</u> .
To secure pay	ment of the indeb	these presents Con-	y the Note and the	he Liabilities (defined Mortgage unto Mort 0 0 K and	below), including a	nny and all renewals	and extensions
555	THE NEST SE	FEET OF LOT 3	THE PLACE 7	IN NORTH SHORE	DOIN EVADO CU	IDDIVICION /EV	ර රෝ ₁₀₁₀
7	THE NEST 35	reef or Lot a	D IN BLUCK Y	IN NURTH SHUKE	DUULEVARD SU	BUIAISION (EV	CEPT SA
	THE SOUTH 3	D ACRES) IN TH	IE EAST 1/2	OF THE SOUTHWES	T 1/4 OF SECT	ION 32, TOWNS	HIP (2)
	41 NORTH, RA	ANGE 14, EAST	OF THE THIR	D PRINCIPAL MER	IDIAN, IN COO	K COUNTY, ILL	INOIS.
REI TITLE SERVICES A	A			OHNE	- DEPT-01 RI - T\$3333 TI - \$0875 \$ - COOK CO	ECORDING RAN 1052 03/11/ * 92-15 DUNTY RECORDER	
		1215 U 1154	n Chiasea	Illinois 6060			
Common Add	and the second s		<u>n, Chicado.</u> 32-318-008	Illinois 6062	0		
	entification No.:			ements buildings her	editamente un metan	onces one oil mine	orale essemente

s, togethe ated in, on or over or under the Premises, and all types and kinds of fixtures, including without limitation, an of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the remises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion c. the security for the Liabilities.

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 pledge 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 rent 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 benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become darnaged or be destroyed: (b) keep 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 indebtedness 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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ortgagor shall pay in full under protest in the manner provided by tute, any tax, assessment or charge with a fortgage a may desire to ness prior to such tax, assessment or charge seconding delinquent

Upon the request of Mortgagee; Mortgager shall deliver to Mortgagee and original leases of all or any portion of the Premises, together with assignments of such leases from Mortgager to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgager shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent 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, on 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 pair any such remedy or right, or shall be construed to be a waiver of a princh Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right nary by exercised concurrently or independently, and when and as often at may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises "...d all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, va da is and malicious damage and such other hazards as may from time to time to designated by Mortgagee. Mortgager shall keep all buildings and an overments now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard you. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvement our le Premises and, in no event less than the principal amount of the M. to. Mortgagor shall obtain liability insurance with respect to the Prem 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 name to londary loss and the loss of loss or damage, to Mortgagee. 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 Mortgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but next 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 Mortgagee 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 Mortgager 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 Mortgage 10 complete cure any Cause for Default and to deliver to the Mortgage written rotice of the complete cure of of the Cause for Default within ten (IO) days after the Mortgage 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. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part libereof, 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.
- 11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagor for payment of any and all amounts due under the Note or this Mortgagor 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 contingent, 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 Mortgagee or drafting any documents for the Mortgagee 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 disbursements 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 foreclose 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of tale, title searches and examinations, title insurance policies, Torrens certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary cither to prosecute the foreclosure suit or to evidence to bidders at any fore to are sale. All of the foregoing items, which may be expended after e try of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred o paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth thereon at a rail convalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or raid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy in seedlings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness see red hereby; or (b) any preparation for the commencement of any suit, in the foreclosure of this Mortgage after accural of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not act all / commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually
- 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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the fipreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, if any, whatle there be redemption or not, as well as during any further times then lightgapor, as cept for the intervention of the receiver, would be entitled to collect the rants, issues and profits. Such receiver shall also have all other receivers which could be recreated as a constant of the context of the con powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the litin hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency. 15. No 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 party interposing the same in an action at law upon 16. Mortgagee shall have the right to inspect the Premises at all

reasonable times and access thereto shall be permitted for that purpose. 17. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of

of this Mortgage, if the Mortgagor renders payment his highlities secured by the Mortgage.

This Mortgage in I all provisions hereof, shall extend to and binding upon Mortgagor and all persons or parties claiming by, and or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of th debtedness secured hereby or any part thereof, whethere persons or parties shall have executed the Note or this acf. The

Mortgagor shall be jointly and severally obligated the singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

19. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Mortgagor, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payments hererof; 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, if any being expressed transfer thereof. if any, being expressly waived in any manner.

in accordance with the laws of the	State of Illinois. Wherever possible, e	n Evanston each provision of this Mortgage shall b tgage are prohibited by or determined didity, without invalidating the remainde	e interpreted in such manner, as to to be invalid under applicable law,
The undersigned agrees to the ter- side of this document which are	ms of this mortgage set forth above accorporated by reference herein.	e and to the additional terms and pr	rovisions set forth on the reverse
Witness the hand and scal_	of Mortgage, the day and yea	r set forth above.	
NBD BANK EVANS 1603 Orrington Evanston, Illi Erepared By:	Avenue nois 60204		Robert W. Lesh
Erenared By:	K. Doyle/A. Anthony	Not personally, but as Trustee i	inder a Trust Agreement dated
		, 19,, a	nd known as Trust No
300		4/10	
The second secon			
State of Illinois)) SS	Ву;	
County of COOK) bb	()	
Triangle Nochitt	a Notary Public in and	for said County and Street a hereby	certify that Pabent 14 1 ash
single	, a rectary replie in the	for said County and State do hereby nown to me to be the same person(s) who	ose name(s)is
subscribed to the foregoing instrume	ent, appeared before me this day in pontary act, for the uses and purposes	erson, and acknowledged to: the_herein set forth.	signed and delivered the said
	•		
Given under my hand and notarial	seal this 18th day of	February, 1992	Justil
My Commission Expires:		Notary Public	1 Justin
.	OFFICIAL SEAL } LUCY M. NESBITT	redary Papile	,C
State of Illinois	Notary Public, Cook County		C
County of	State of Illinois SS My Commission Expires 12-2-93		t.
County of			
• 1	Name Pol	ation to made from a rid Common time the Comm	
, , , , , , , , , , , , , , , , , , , ,	, a Notary Put	olic in and for said County, in the State	e moresaid, do hereby certify that
8 1	(corporation) (a	issociation) and	
of said (corporation) (association) p	ersonally known to me to be the sar	ne persons whose names are subscrib-	ed to the foregoing instrument as
acknowledged that they signed and de	livered the said instrument as their ow	, respectively, appeared be	ee and voluntury act of said (cor-
did also then and there ackowledge	or the uses and purposes therein set f that he, as custodian of the corporate	e seal of said (corporation) (association), affixed the said corporate seal
	said instrument as his own free and vol	untary act, and as the free and voluntary	
Given under my hand and notarial s	seal, this day of		
My Commission Expires:		4	

Notary Public