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NB NBD Home I	Northfield Bank Equity August 1 Revol	ing Credi Wortgage talk Rate	92209444
This Mortgage is dated as of	March 11,		
	, not personally, b	out as Trustee under a Trust Agreement dated	19 and
known as Trust No	)* Frederick-	W-Castle & Dorthy Castle (his wife)	("Mortgagor"
and NBD_NorthField-	Bank		d. Illinois ("Mortgagee").
Mortgagor has executed a Remander of \$20,000,00 the Note at the per annum to all the Note at the Pole and this Wall Street Journal in the "As used in the Note and this Wall Street Journal is not platfer the date of the change in notice by the Bank to the under whether from any past or fun Rate" in the "Money Rates" of Interest after Default, (defined all or any part of the aggregathe Note will not exceed 15%. "To Be Defeted When This Mortgagor promises to many account statement, the Mortgagor promises to many account statement, the Mortgagor Monthly payments and Monthly payments and Monthly payments of the indexity of the Note. Mortgagor does the Note. Mortgagor does the Note Mortgagor does to the real estate situated, by the Lot tirree(3) in North west quart Section thirty—Third principal	Civing Credit Note dated the same (the "Line of Credit" to one Mortgage, "Variable Rate Index Money Rates" column as the "I Mortgage "business day" mean ublished. The effective date of a the Variable Rate Index. The Variance Index Any change in the Variance principal advances thereunder olumn, the Mortgage will select I below), or maturity of the No (5) percent unpaid principal balance of the unpaid principal balance of the unpaid principal balance of the column of the Roy (160th) of the rincipal and interest on the column to one sixtie'n (160th) of the rincipal and interest on the Note betedness evidenced by the Note of these presents Comps, Warrang and being in the County of Clenview East, being ther of the Northwest of the Northwest (31), Township forthe Meridian, in Cook County Meridian, in Cook County Meridian, in Cook County Meridian, in Cook County	Witnesseth:  e date as this Mortgage payable to the order of Mortgaged.  The Note shall be calculated on the daily a second to the Note shall be calculated on the daily percent per annum in exces.  The means the rate of interest, or the highest rate if more prime Rate. On the last business day of each month for so any day other than a Saturday or Sunday or general any change in the Variable Rate Index will be the first riable Rate Index may fluctuate under the Note from notiable Rate Index will be applicable to all the outstanding or. In the event The Wall Street Journal discontinues in a comparable interest rate Index and will notify the More, whether by acceleration or otherwise, shall be calculated to the Note at any time, without penalty. The maximum per A Land Trust.  The Note of the Note, On or before the payment date shown amount due in accordance with the payment option selection.	e (the "Nose") in the principal y unpaid principal balance of soft the Variable Rate Index ethan one, published in Their the preceding business day i legal holiday on which Their day of the next billing cycle onth to month with or without indebtedness under the Nose the publication of the "Prince ortgager of the Index selected related at the per annum rate trigager has the right to prepaper annum rate of interest or non the Mortgager's monthly lected below:  whichever is greater.  ch 25 19 97  d all renewals and extensions estate, right, title and interest described as follows:  ter of the thereof) in East of the
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<b>.</b>		C	3
Common Address: 411 E	Last Lake Avenue Gle	mview, Illinois 60025	
Permanent Identification No.:	05-31-111-008	impurements buildings beneditaments are intenances.	ess oil minerais easement

located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitation, all 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 Tremises 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 of the security for the Liabilinies.

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. bomeses, rights and benefits dise, 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 amone 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. Mortgager 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 Ulinois.

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 damaged 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 Mongagee, 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 Mongagee; (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.
- 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

of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.

Liabilities secured by this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be building upon Mortgagor, and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such the countries shall have executed the Note or this Mortgage. Each Mortgagor shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated bereunder. The singular shall include the plural, the plural shall mean the singular and include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any gender shall be applicable to all garders. The word "Mortgagor line use of any land and line word line word line use of any land and line u

tgagec" includes the successors and assigns of Mortgagec.

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 insolar as the trustee is concerned, is payable only on the trust estate which in pan is securing the payment hereof, and through enforcement of the provisions of the bayment hereof, and through enforcement of the provisions of the Note and any other collasteral 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 makings, 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 Mongagor, except for the intervention of the receiver, would be entitled to collect 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 foreclosure suit is filed may from time to time authorize my due 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 or eccured by the foreclosure fire to remembrance which may be or become superior to or other lies or encumbrance which may be or become superior to the lien fiereot or of the judgment, and the deficiency judgment against the lien fiereot or of the judgment, and the deficiency judgment against and deficiency.

15. We action for the enforcement of the lien or of any provision of this Morrgage shall be subject to any defense which would not be good and available to the parry interposing the same in an action at law upon the Note.

ld. Mongagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. It Mongagee agrees to release the lien of this Mongage and pay all expenses, including recoming fees and otherwise, to release the lien

Ay Commission Expires: Given under my hand and notarial seal, this tion), as Irustee, for the uses and purposes therein set forth. of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (associadid also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (sesociation), affixed the said corporate seal poration) (association), as Trustee, for the uses and purposes therein set forth; and the said acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (correspectively, appeared before me this day in person and ed said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as (corporation) (assoc ation) and a Motary Public in and for said County, in the State aforesaid, do hereby certify that MOFFICIAL SEAL"

MOFFICIAL STRESSEN

MOFFICIAL STRESSEN

MOFFICIAL SEALUS

MOFFICIAL County of State of Illinois Aty Commission Expires: 22.22 Given under my hand and notatial seal this 23ch day of Mach instrument as his/her free and voluntary act, for the uses and purpeses herein set forth. w. \* Dank Caake mene(s) personally known to me to be the factor of the person(s) whose name(s) are said subscribed to the foregoing instrument, appeared before me this day in person, and acknowiche d that I he said delivered the said W. + Danshy Ceather a Motary Public in and for said Cormy and State, do hereby certify that FCz derich County of Lake Mand by the And Ta.

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Th sionill le stat2 Not personally, but as Trustee under a Trust Agreement dated of hoogagor the day and year set forth above. ीक्ष्य क्या Witness the hand\_ side of this document which are incorporated by reference herein. The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse Segmold sith to anoisivoring gai such provisions shall be incited in the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remainin accordance with the laws of the Scale of Illinois. Wherever possible, each provision of this Mongage shall be interpreted in such manner as to be effective and vaild under spelicable law, the any provisions of this Mongage are prohibited by or determined to be invalid under applicable law, such manner and remained to be invalid under applicable law, and remained to be invalid under applicable law. 20. This Mongage has bear made, executed and delivered to Mongages in Northfield, Illinois, and shall be consmed

Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which it origin to make desire to contest prior to such tax, assessment or charge too ming teling tent.

- 3. Upon the request of Mortgague, Mortgagor shall deliver to Mortgague 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 Mortgagoe'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 Mortgager, to execute and deliver valid acquittance and to appeal from any such award.
- 5. No remedy or right of Mongagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises fall be in addition to every other remedy or right now or hereafter, existing at law or in equity. No delay by Mortgages in exemising or against a second of the s Mortgagee in exercising, or orbiting to exercise, any remedy or right activing on Default shall imprime any such remedy or right, or shall be construed to be a waiver of a work Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right may or exercised concurrently or right may or exercised concurrently or right may or may be deemed expedient by Mortgagee.

  6 Mortgager 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 vanidalism and malicious
- loss or damage by fire, lightning, windstorm, vai dalism, and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazaru zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvement with Premises and, in no event less than the principal amount of the base. Mortgagor shall obtain liability insurance with respect to the Premises 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 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 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 autorizes and paralogals fees, and any other funds advanced by Mortgages to protest the Premises or the lien hereof, plus reasonable compensation to Mortgages 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 psyable without notice and with interest thereon at a per annum rete equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accraing to Morigagee on account of any Default hereunder on the part of the Mortgagor.
  - & If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, hers, 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 Mongagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used \_\_\_\_\_\_ is Mortgage, has

- the same meaning as defined in the Note and includes the failure of the Morgago to or uplately cure any Cause for Default and to deliver the Morgago witten natice of the complete cure of of the Cause for Default within ten (10) days after the Morgagoe mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shell 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 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 Mortgagee 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 contingent, primary or secondary, joint or several, whether existing or arising, together with atterneys 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 anempted 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 title, title searches and examinations, title insurance policies, Tyrrens certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after clary of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or 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 rate equivalent to the post maturity interest rate set forth in the Note. This jurgitaph shall also apply to any expenditures or expenses incurred or judd by Montgagee or on behalf of Montgagee in connection with (a) are proceeding, including without limitation, probate and bankruptcy proceedings, to which Montgagee shall be a party, either as plaintiff, clai nan, or defendant, by reason of this Montgage or any indebtedness seen of hereby; or (b) any preparation for the commencement of any sun far the foreclosure of this Montgage after accrual of the right to foreclose or or her or not actually commenced are preparation for the commencement of any sun far or 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 the Note after Default, whether or not actually 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 an pfits of the Premises during the pendency of

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