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NBD Bank Evanston, NA. Home Equity Activity Revolving Crest Allogicage Variable Rat

92252092

| | rtgage is dated as of | | | s between *(| |
|-------------------------------|--|--|---|--|---|
| known as and NBD | Trust No | , not personally, but as Trust * Thomas M. Gleeson and Cynt | ee under a Trust A hia A. Gleeson, | greement dated his wife, in joint Evanston | tenancy ("Mortgagor", Illinois ("Mortgagee"). |
| | | | | | |
| Management | s has accounted a Bandalaina Co | Witne dit Note dated the same date as this | | to the order of Morten | toa (tha "Nota") in tha neinainn |
| amount of | f \$ 60,000.00***** | (the "Line of Credit"). Interest | s Mortgage payable on the Note shall b | to the order or wrongay se calculated on the da | ilv unpaid principal balance o |
| the Note | at the per annum rate equal to | >Half | (50 %) per | cent per annum in exc | ess of the Variable Rate Index |
| As used i | n the Note and this Mortgage | , "Variable Rate Index" means the | e rate of interest, o | r the highest rate if me | ore than one, published in The |
| | | ites" column as the "Prime Rate" | | | |
| Wall Stre | n the Note and this Mongage set Journal is not published. | "business day" means any day o The effective date of any change | in the Variable Rat | te Index will be the fir | st day of the next billing eyeli |
| | | ole Rate Index. The Variable Rate | | | |
| | | Any change in the Variable Rate Ir | | | |
| | | hal advances thereunder. In the even Mortgagee will select a comparate | | | |
| | | or maturity of the Note, whether | | | |
| equal to _ | Half | (50 %) percent per annui | m in excess of the 3 | Variable Rate Index. Me | ortgagor has the right to prepay |
| | | principal balance of the Note at | any time, without | penalty. The maximum | per annum rate of interest of |
| the Note | will not exceed 18%. | | | | |
| *To Be D | eleted When This Mortgage | Is Not Executed By A Land T | rust. | | |
| Mortgago | r promises to repay all ar ou i | ts of principal and interest on the | Note. On or before | the payment date show | on the Mortgagor's monthly |
| account s | talement, the Mortgagor shall | by to the Bank the amount due | in accordance wit | h the payment option : | selected below: |
| ≫ Ma | onthly payment equal to the a | ce der interest on the Note. six('ett. (1/60th) of the principal b | nalance outstanding | on the Note or \$100.0 | O. whichever is greater. |
| | | nd interests on the Note, if not soor | | | |
| | | evidence by the Note and the L | | | |
| of the No | te, Mortgagor does by these p | resents Convey, Warrant and Mo | rtgage unto Mortg | agee, all of Mortgagor' | s estate, right, title and interes |
| in the rea | I estate situated, lying and be | ing in the County ofCO | O_Kand | State of Illinois, legall | y described as follows: |
| 22 W | | | | | |
| 3 | LOT 40 THEREOUS & THE LOTS | ston park northwest unit num | DED 1 DETNICAS | HIDDIVICTOR IN SECTI | ON 13 TOLNSUID |
| 3 | LUI IU IN BLUCK 6 IN WIN | SIUN PARK NURITMESI UNTI NUM | DCK I, DCING A 3 | ODDIVISION IN SECTI | |
| A CONSTITY CROOK & CS33 90 38 | 42 NORTH, RANGE 10, EAST | OF THE THIRD PRINCIPAL MEP! | DIAN, ACCORDING | TO THE PLAT THEREOF | RECORDED AS |
| | 20010077 111077 4607000 | THE COOK COLUMN THE THIRTY | | | |
|) 10 | DUCUMENT NUMBER 16972090 | , IN COOK COUNTY, ILLINOIS. | 0, | | Ωh |
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| 台 | | 1992 APR 6 PH 3: 43 | 9225 | 2092 | |
| <u> </u> | | 1992 APR 6 PH 3: 43 | | | • |
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| | | | | 4 | <u> </u> |
| | | ia Drive, Palatine, Illinois | _60067 | | |
| Permanen | t Identification No.: | ses", together with all improvemen | ate buildings hered | litaments, apporte an ce | e ane oil minerale encomm |
| located in | on or over or under the Pres | nises, and all types and kinds of the | fixtures, including | without limitatio 1, all a | of the foregoing used to supply |
| heat, gas, | air conditioning, water, light, | power, refrigeration or ventilatio | n (whether single t | units or centrally con'. | ollod) and all screens, window |
| shades, st | orm doors and windows, floo | r coverings, awnings, stoves and | water heaters, whe | ther now on or in the | Primises or hereafter crected |
| msumed of | r placed on or in the Premises. | he foregoing items are and shall be | deemed a part of the | т тенняем ана и ролион | or are security for the transfittes. |
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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.

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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 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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Ay Commission Expires: : Given under my hand and notarial seal, this. tion), as Trustee, 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 acknwledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal poration) (association), as Trustee, for the uses and purposes therein set forth; and the said such and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts, and as the free and voluntary acts, and as the free and voluntary act of said (corof said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as bna (notiaisossa) (notiaion) - 30 + a Motary Public in and for said County, in the State aforesaid, do hereby certify that TO ATURNOT State of Illinois My Commission Expires: S19h of -Given under my hand and notarial seal this March instrument as his/her free and voluntary act, for the uses and purposes herein set forth. 1. Lucy Nesbitt ... a Notary Public in and for said County and State, do hereby certify that Thomas m. Glesson and Cynthia A. Glesson, his wife, in joint tenency known to me to be the line octson(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Lie Y signed and delivered the said County of State of Illinois ___, and known as Trust No.__ Prepared By: K. Doyle/A. Not personally, but as Trustee under a Trust Agreement dated 1603 Orrington Avenue Evanston, IL 60204 Evanston, IL Cynthia A. ej sesou Thomas M. Gleeson **MBD BYNK EVANSTON, N.A** of Algregor the day and year set forth above. ____leas_pue ___ Witness the hand. side of this document which are incorparated 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 such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions of the remainder 20. This Mortgage has been made, executed and delivered to Mortgage in EYARS LOT.

Illinois, and shall be construed in accordance with the laws of this Suite of Illinois. Wherever possible, each provision of this Mortgage are prohibited by or determined to be invalid under applicable law, be effective and vaild under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, be effective and vaild under applicable law, invalidating the remainder of such provisions or the remainif any, being expressly waived in any manner, expenses, including recording fees and otherwise, to release the lien ing, issue or transfer thereof, all such personal liability of the trustee, II. Morigagee agees to release the lien of this Morigage angual Al igagor, as trustee, because or in respect of this Mortgage or the makreasonable times and access thereto shall be permitted for that purpose. personal liability shall be asserted or be enforceable against the Mor-In the Premises at all the right to inspect the Premises at all lateral or guaranty from time to time securing payments hererof; no colon on the trustee, and insolar as the trustee is connected, is payable only out of the trust estate which in part is securing the payarion hereof, and through enforcement of the provisions of the Note and any other collected or quarenty from time or ti and available to the party interposing the same in an action at law upon this Mortgage shall be subject to any defense which would not be good and deficiency.

[5] No action for the enforcement of the lien of of any provision of ereise of the power and authority conferred upon and vested in it as is executed by the Mortgagor, not personally, but as trustee in the ex-Mortgagor or any generation of the Note in case of a foreclosure sale 19. In the event the Mortgagor is a land trustee, then this Mortgage the lien hereof or of the judgment, and the deficiency judgment against In Instance and an provisions nered, snan execute to an ob-binding upon Morrgagor and all persons or panies claiming by, under or through Morrgagor. The word "Morrgagor" when used herein shall also include all persons or parties liable for the payment of the in-debtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Mote or this Morrgage. Each Morrgagor shall be jointly and severally obligated hereunder. 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 "Mor-tgagee" includes the successors and assigns of Morrgagee. or other tien or encumbrance which may be or become superior to any judgment foreclosing this Mortgage, or any tax, special assessment in whole or in part of the indebtedness secured hereby, or secured by the receiver to apply the net income in the receiver's hands in payment in which the foreelosure suit is filed may from time to time authorize sion, control management and operation of the Premises. The court the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possestion or not, as well as during any further times when Mortgagor, ex-cept for the intervention of the receiver, would be entitled to collect 18. This Mortgage and all provisions hereof, shall extend to and be full saumory period of redemption, if any, whether there be redempof this Mongage, if the Mongagor renders payment in full of all Liabilities secured by this Mongage.

the forcelosure suit and, in case of a sale and a deficiency, during the

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Mortgagor shall pay in full under protest, it the matter provided by statute, any tax, assessment or charge which Mortgagor may disk to contest prior to such tax, assessment or charge becoming definquent.

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- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee 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 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 hereafter existing at law or in equity. No delay by Mortgagee in exercising, exocuting to exercise, any remedy or right accruing on Default shall in oair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as new be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the I rer is a insured against loss or damage by fire, lightning, windstorm, vand fism and malicious damage and such other hazards as may from time to time by designated by Mortgagee. Mortgagor shall keep all buildings as i improvements now or herafter situated on the Premises insured against to: or damage Dby flood, if the Premises is located in a flood hazard were Each insurance policy shall be for an amount sufficient to pay in fill the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note.

 Mortgagor shall obtain liability insurance with respect to the Premise. In an amount which is acceptable to Mortgagee. All policies shall be Cossued 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 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 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 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 Moctolige to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of of the Cause for Default within ten (10) days after the Mortgagee 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.

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- 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 Mortgagoe 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 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 title, title searches and examinations, title insurance policies, To rens certificates, tax lien searches, and similar data and assurances with espect to title as Mortgagee may deem to be reasonably necessary eitler to prosecute the foreclosure suit or to evidence to bidders at any force (sure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All experditure, 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 in the Note. This panagorph shall also apply to any expenditures or expenses incurred or pair by Mortgagee or on behalf of Mortgagee in connection with (a) in proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claims it or defendant, by reason of this Mortgage or any indebtedness Lectured hereby; or (b) any preparation for the commencement of any sun for the foreclosure of this Mortgage after accrual of the right to foreclose variator or not actually commenced or preparation for the commencement of my 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 commenced.
- 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