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1992 APR 20 PM 3:00

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Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 20th day of April, 1992, between the Mortgagor, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE (herein, "Mortgagor"), and the Mortgagee, The Northern Trust Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Street, Chicago, Illinois 60675 (herein, "Mortgagee").

WHEREAS, Mortgagor has entered into The Northern Trust Company Equity Credit Line Agreement (the "Agreement") dated 4-20-92, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$1,350,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on April 15, 1997, or such later date as Mortgagee shall agree, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith, to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of Cook, State of Illinois, which has the street address of 637 W. Fullerton., Chicago, Illinois 60614 (herein "Property Address"), legally described as:

See attached rider for legal description

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637 W FULLERTON CHICAGO ILL 60614

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagee shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

This document prepared by:
Rose A. Ellis, Esq.
The Northern Trust Company
50 S. La Salle Street
Chicago, Illinois 60675

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Property of Cook County Clerk's Office

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

By _____ Vice President

ATTEST _____ Assistant Secretary

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STATE OF ILLINOIS
COUNTY OF COOK

I, ANNE M. MARCHERT

a Notary Public, in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that J. MICHAEL WHELAN Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and Gregory S. Kasprzyk Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICE UNDER MY HAND AND NOTARIAL SEAL, THIS
ANNE M. MARCHERT
Notary Public, State of Illinois
My Commission Expires 4/22/94

APR 20 1992
day of _____ A.D. 19____

Anne M. Marchert
Notary Public

13. Notices. Except for any notices requested under applicable law to be given to another borrower, (a) any notice to Mortgagee provided for in this Agreement shall be deemed to be given to the lender, to the lender or Mortgagee or Mortgagee's agent...

12. Enforcement of Mortgagee's Rights. If enforcement or execution of applicable law has the effect of rendering any provision of the Agreement or this Agreement unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and any other sums...

11. Successors and Assigns Bound. Joint and Several Liability; Capabilities. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the heirs, assigns, successors and assigns of the Mortgagor and Mortgagee...

10. Foreclosure. If Mortgagee is a Trustee, any foreclosure by Mortgagee shall be subject to the provisions of paragraph 16 hereof. The cap-... of the right hereunder shall inure to, the heirs, assigns, successors and assigns of the Mortgagor and Mortgagee...

9. Mortgagee Not Released. No extension of the time for payment or modification of any other terms of the Agreement or this Mortgage granted by Mortgagee shall constitute a waiver. Any foreclosure by Mortgagee shall be subject to the provisions of paragraph 16 hereof...

8. Condemnation. The proceeds of any award or claim for damages, direct or indirect, shall be applied to the value of the Property immediately before the taking, and a depositary equal to the value of the Property immediately before the taking, shall be applied to the value of the Property immediately before the taking...

7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give notice to Mortgagor in writing of the inspection not less than ten (10) days before the date of inspection...

6. Hazard Insurance. Mortgagee shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning or other causes... Hazard Insurance. Mortgagee shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning or other causes...

5. Preservation and Maintenance of Property; Leaseholds; Covenants. Mortgagee shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if the lease is on a leasehold. If this Mortgage is on a leasehold, Mortgagee shall perform all obligations under the declaration or covenants creating or governing the condominium or planned unit development, and all other documents, if a condominium or planned unit development, and all other documents, if a condominium or planned unit development, and all other documents, if a condominium or planned unit development...

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LEGAL DESCRIPTION

LOT 3 IN WILLIAM KEMPER'S SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 150 FEET OF THE WEST 1/2 OF BLOCK 6 IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART LOT 4 DESCRIBED AS FOLLOWS:: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 19.6 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE RUNNING WEST 1 1/2 INCHES; THENCE IN A SOUTH EASTERLY DIRECTION 12.4 FEET TO A POINT 3/4 OF AN INCH WEST OF THE EAST LINE OF SAID LOT; THENCE SOUTH EASTERLY TO A POINT ON SAID EAST LINE 52.07 FEET SOUTH OF THE NORTH LINE THEREOF AND THENCE NORTH TO THE PLACE OF BEGINNING IN WILLIAM KEMPER'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS /

PERMANENT INDEX NO: 14 33 102 006

COOK County Clerk's Office
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