

Glenbrook Bank

Home Equity Account Re This Mortgage is dated as of... . 2801 Pfingsten Rd., Glenview and NBD Glenbrook Bank Witnesseth: Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in the principal amount of \$ 25,000,00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgager of the Index selected. Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to three (3.0 \$\mathbb{G}\$) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay equal to three all or any part of the aggrey te unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 16 %. To Be Deleted When This Mc rtgage Is Not Executed By A Land Trust. Mortgagor promises to repay all amounts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shelt any to the Bank the amount due in accordance with the payment option selected below: Monthly payment equal to the accord interest on the Note. Monthly payments equal to one sixtien (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater. The entire unpaid balance of principal and line lists on the Note, if not sooner paid, shall be due and payable on May 12, 1997. To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents Couler, Warrant and Mortgage unto Mortgagoe, all of Mortgagor's estate, right, title and interest Cook and State of Illinois, legally described as follows: in the real estate situated, lying and being in the County of ... THE NORTH 1/2 OF LOT 204 IN TWIN OAKS 2ND ADDITION BEING A SUBDIVISION OF THE S.E. 1/4 OF THE N.W. 1/4 SECTION 15, TOWNSHIP 41 FORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF COOK, STATE OF ILLINOIS. DEPT-01 RECURDING 148888 TRAN 4892 05/26/92 14:29:00 HE TITLE SERVICES A \$4483 ¥ *-92-363231 COOK COUNTY RECORDER 9252 DEE ROAD, DES PLAINES, ILLINOIS 60016 Common Address:_ 09-15-111-079 Permanent Identification No.: _ which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenances, gas, oil, minerals, casements 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

£25.50

heat, gas, air conditioning, waser, 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 fremises or hereafter crected, installed or placed on or in the Premise. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilitie

The Note evidences a "revolving credit" as defined in Illinois Revised Stanges Chapter 17, Paragraph (405. 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 at y 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 lesses, 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 cent 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 Mongagee 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 Etemption 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 damaged or be destroyed: (b) keep the Premises in good condition and repair, without waste, and, except for this Mongage, free from any encumbrances, except for prior Mongages 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 sistisfactory 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 Premi es; (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

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Mortgagor shall pay in full under plotes. In the monter plot and do statute, any tax, assessment or charge which large for the rue of to contest prior to such tax, assessment or charge becoming delinquent

- 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 consequence of any rent or nelease 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 entinent domain, or the taking of the Piemises for public use is hereby transferred, assigned and shall be paid to Mortgagee; acid 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 chall be in addition to every other remedy or right now or hereefte, existing at law or in equity. No delay by Mortgagee in exercising, or orbiting to exercise, any remedy or right accraing on Default shall import, any such remedy or right, or shall be construed to be a waiver of a no lich 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 a may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against lose or damage by fire, lightning, windstorm, varidal is mand malicious damage and such other hazards as may from time to time be designated by Mortgagge. Mortgagor shall keep all buildings and improvements new or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvement, or the Premises and, in no event less than the principal amount of the 5' to E 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 contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgager shall deliver all insurance policies, including additional and renewal polities, to Montgagee In case of insurance about to expire. Montgagor 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 nax make any proment or perform any act required of Mortgagor bereunder in any form and manner deen ed expedient by Mortgagee. and Mortgagee may but need not, make full or partial payments of principal or interest on any encumbrances, lient or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or little or claim thereof. or redeem from any tax sale or forfeitu e affecting the Premises or contest any tax assessment. All moneys (said for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Merigagee to protect the Premises or the fien 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 watter of any right accruing to Morrgages on account of any Default hereunder on the part of the Mor gagor
- E. If Mortgage, 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 fren 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 attorney," and parallegils, sees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other cests incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has

- the same meeting a soluble on the Note and includes the failure of the Mongago to complete cure any Cause for Default and to deliver to the Mongago wheten notice of the complete cure of of the Cause for Default within ten (i0) days after the Montgagee mails written notice to the Montgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Montgage. 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 Montgagor to pay the Note or Liabilities in accordance with their terms.
- 10. Notwithstanding am other provisions of this Mortgage, no sale, lease, mortgage, trust oced, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occapancy or prosession, 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 habilities, 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 attorneys' and paralegals' tees relating to the Mongagee's rights. remedies and security interests hereunder, including advising the Mortgagee or drifting 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 Morigage, with interest on such disbursements. and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' and paralogals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- 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, outlins for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Increas certificates, tax lien searches, and similar data and assurances with respect to title as Morgagee may deem to be reasonably necessary eith rea prosecute the foreclosure suit or to evidence to hidders at any tore to ure sale. All of the foregoing items, which may be expended after early of the forectosure judgment, may be estimated by Mortgagee. All expendiures and expenses mentioned in this paragraph, when incurred of paid by Morigagee 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 placeraph shall also apply to any expenditures or expenses incurred or and by Mortgagee or on behalf of Mortgagee in connection with (a any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a porty, either as plaintiff, clair and or defendant, by reason of the porty. Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any or to the foreclosure of this Mortgage after accrual of the right to foreclost, 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 the Note after Default, whether or not act all commenced; or (e) any preparation for the defense of any threaten d 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 Colorigage 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

the foreclosure suit and, in case of a sale and a descripte, during full statutory period of redemption, if any, whole of there is each tion or not, as well as during any further an est when Mertgagor, cept for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other 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 indet tedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other hen or encumbrance which may be or become superior to the lien bereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a forcelosure 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 the Note.

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 agroes to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Moregage if the Moregagor tenders payment in full of all liabilities secured to the Mortgage.

10 This Moregage and all provisions hereof, shall extend to and be

binding upon Mortgagor and all persons or parties clausing 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 persons or parties shall have executed the Note or this Mortgage. Each Mortgagor 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 "Mortgagee" includes the successors and assigns of Mortgagee

19. In the event the Mortgagor is a land trustee, then this Mortgage in 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 expressly waived in an, manner.

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20. This Mortgage has been made, executed and delivered in accordance with the laws of the state of Illinois. Whe defective and wild under applicable law. If any provisions shall be ineffective to the extent of such provisions of this Mortgage.	erever possib sions of this	ile, cach pre Mortgage a	ovision of this Mo re prohibited by o	ngage shall l r determines	to be invalid under applicable	as to law,
The undersigned agrees to the terms of this mortgag side of this document which are incorporated by ref			to the additional	terms and p	ravisions set forth on the re	verse
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subscribed to the foregoing instrument, appeared before instrument as his/her free and voluntary act, for the us- Given under my hand and notatial seal this 12th My Commission Expires: November 20, 1993	es and purpo	ses herein s			7// 2) Ss:	
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My Commission Expires:	day of			· · · · ·		
My Commission Expires:						
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Prepared by: G. Chapman, 2801 Pfing	gsten Roa	d, Glenv	view, IL 600	325		

Mail recorded mortgage to: MBD Glenbrook Bank, 2801 Pfingsten Rd., Glenview, IL