

# UNOFFICIAL COPY

93949032

COLE TAYLOR BANK

## MORTGAGE

The MORTGAGOR(S) COLE TAYLOR BANK AS TRUSTEE U/T/A DATED OCTOBER 03, 1978 AND KNOWN AS TRUST NO. 91-697  
 of the City of NORTHBROOK County of COOK and State of ILLINOIS  
 MORTGAGE(S) and WARRANT(S) to COLE TAYLOR BANK, a(n) BANKING CORPORATION, with its principal place of  
 business in CHICAGO, ILLINOIS, the Mortgagee, the following described real estate:

SEE ATTACHED LEGAL

PIN#04 08 402 017 CKA 3140 RIVERFALLS DR., NORTHBROOK, ILL. 60062

DEPT-61 RECORDINGS \$27.50  
 TRN 1775 11/19/93 15:22:00  
 #5447 IF \* 93-949032  
 COOK COUNTY RECORDER

situated in the County of COOK in the State of ILLINOIS

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagors in and to said real estate.

The Mortgagors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated OCTOBER 25, 19 93, between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office.

The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ TWO HUNDRED THOUSAND AND 00/100

plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

### MORTGAGORS COVENANT AND WARRANT:

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JUN 47087 2972 208

1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
5. Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

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RECORDED  
 NOV 11 1993 11:11 AM  
 COOK COUNTY RECORDS

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- 8. In the event of default in the performance of any of the Mortgages' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at 18.000 % per annum shall immediately be due from Mortgages to Mortgagee and included as part of the indebtedness secured by this mortgage.
- 9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgages fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgages have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgages have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgages within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgages for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgages to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgages' interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- 10. Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 11. In any suit to foreclose the lien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
- 13. The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgages and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgages" shall include all parties executing this mortgage, their respective heirs, personal representatives, successors and assigns.

That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or of any obligation contained shall thereafter in any manner affect the right of Mortgagee to enforce or enter a performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgages, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

This Mortgage is executed by the undersigned, 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 the undersigned 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 undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors 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 for by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COLE TAYLOR BANK <sup>not personally but as trustee as aforesaid, has caused these presents to be signed by its Trust Officer</sup> Phyllis Lindstrom Vice President  
 and its corporate seal to be hereunto affixed and attested by its <sup>Land Trust</sup> Trust Administrator Assistant Secretary the 25th day of October, 1993

COLE TAYLOR BANK  
 as Trustee as aforesaid and not personally  
 By: Phyllis Lindstrom Vice President  
 Attest: Linda Horcher Assistant Secretary  
 Land Trust Administrator

STATE OF ILLINOIS \_\_\_\_\_  
 COUNTY OF Cook \_\_\_\_\_ 55

I, the undersigned  
 a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phyllis Lindstrom, Trust Officer Vice President of  
COLE TAYLOR BANK and Linda Horcher, Land Trust Administrator Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer-Assistant then and there be acknowledged that said Assistant Secretary, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 26th day of October, 1993



Bonnie Brill  
 Notary Public

UNOFFICIAL COPY

FROM THE REALTOR ASSOCIATION OF ILLINOIS  
CHICAGO, ILL. 60695-9743  
P.O. BOX 909743



Notary Public

PREPARED BY - COLE TAYLOR BANK

MAIL TO - COLE TAYLOR BANK

My Commission Expires:

State records do hereby certify that personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ a Notary Public in and for the County and \_\_\_\_\_ and \_\_\_\_\_  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SS: \_\_\_\_\_

COLE TAYLOR BANK AS TRUSTEE - U/T/A (SEAL)  
DATED OCTOBER 03, 1978 AND KNOWN AS (SEAL)  
TRUST NO: 914697 (SEAL)

IN WITNESS WHEREOF, Notarials have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
parties executing this instrument, their respective heirs, personal representatives, and assigns.

Property of Cook County Clerk's Office

93949032

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NOTARY PUBLIC  
STATE OF ILLINOIS  
CHICAGO, ILL. 60695-9743

# UNOFFICIAL COPY

*Bill*

IN V 47087 292 DBR

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2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, replace, restore, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever, not to remove, demolish, or materially alter any building or other property covered by the lien of this mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagee shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagee grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagee for the repair of said buildings or for the erection of new buildings in their place.
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6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
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shall not exceed \$ TWO HUNDRED THOUSAND AND 00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

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ILLINOIS

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TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagee in and to said real estate.

situated in the County of COOK in the State of ILLINOIS

ILLINOIS COUNTY RECORDER #5449 # 53-949032

1#3399 TRAN 178 11/19/93 15:22:00

11-60067, NORTHBROOK, ILLINOIS, RECORDING

PIN#04 08 402 017 CKA 3140 RIVERFALLS DR., NORTHBROOK, ILLINOIS

SEE ATTACHED LEGAL

of the City of NORTHBROOK County of COOK

(MORTGAGOR(S)) COLE TAYLOR BANK AS TRUSTEE U/T/A DATED OCTOBER 03, 1978 AND KNOWN AS TRUST NO. 91-697

and State of ILLINOIS

with its principal place of BANKING CORPORATION

ILLINOIS

the Mortgagee, the following described real estate:

93949032

OFFICIAL SEAL  
 BONNIE BRILL  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXP. AUG. 21, 1995

*Bonnie Brill*  
 Notary Public

# UNOFFICIAL COPY

Parcel 1: Lot 5 and West 2 feet of Lot Number 6 in Ville du Parc, being a subdivision of part of the Southeast quarter of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded June 25, 1975 as Document No. 23129764, in Cook County, Illinois, Plat of resubdivision recorded December 23, 1975 as Document No. 23333766, in Cook County, Illinois and Plat of resubdivision number 2 recorded July 2, 1976 as Document No. 23544316 in Cook County, Illinois.

Parcel 2: Easements appurtenant to the above described real estate, the easements set forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Recorder's Office of Cook County, Illinois as Document No. 23604685.

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Property of Cook County Clerk's Office