

NBD Skok e Bund A. Revolving Credit Mortgage Variable Rate

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THE STATE OF THE S	Skokie Bank	(XXXX)* Lee M. Karlin	8001 N. L.	incoln Ave. Sk	Okie Illinois CI	("Mortgagor") Mortgagee")
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			Witnesseth:		930343	157
unount of the Note a As used in Wall Stree Street the di otice by a vinether fir thate" in the foundation	at the per annum rate in the Note and this Met Journal in the "Met the Note and this Met Journal is not published by the change in the Bank to the underse or any past or future to "Money Rates" column to the Underse "Money Rates" column to the Underse "Money Rates" column to the Underse to the Underse Three the "Three the Universe the Univer	ing Credit Note dated the same date (the "Line of Credit"). In equal to	as this Mortgage paterest on the Note steed on the Note steed of interest and the last by day other than a shange in the Variable Rate Index may flu Rate Index will be a the event The Wall mparable interest rathether by acceleration annum in excess of	shall be calculated on %) percent per annum rest, or the highest rat business day of each i Saturday or Sunday or ble Rate Index will be ictuate under the Note pplicable to all the ou I Street Journal discount te Index and will notify ion or otherwise, shall f the Variable Rate Index.	the daily unpaid prince in excess of the Varia te if more than one, pur month for the preceding or general legal holiday the first day of the ne- from month to month instanding indebtedness portinues the publication by the Mortgagor of the libe calculated at the lex. Mortgagor has the	cipal balance of ble Rate Index. ablished in The ig business day. on which The ext billing cycle with or without under the Note of the "Prime Index selected. per annum rate right to prepay
ortgagor count su Moi Moi ne entire	promises to repay all, itement, the Mortgage of the payment equal to of the payments equal to unpaid balance of principles.	or trage Is Not Executed By A L. Amounts of principal and interest or shall pay to the Bank the amount the archy d interest on the Note. To one sit tieds (1/60th) of the principal and interests on the Note, if no	on the Note. On or the due in accordance cipal balance outstand sooner paid, shall	nding on the Note or be due and payable on	\$100.00, whichever is January 13	greater. , 19_98
f the Note the real	Mortgagor does by the estate situated, lying Lot 14 in Block Section 13, To according to the estate situated si	chess evidenced by the Note and these presents Convey, Warrant are and being in the County of ck 10 in Golf View Cracks ownship 41 North, Range the plat thereof records occurrent 9547835, in Coc	ens, being a s 13. East of t	Mortgagee, all of Mort _and State of Illinois, subdivision in the Third Princ 0, 1927 in Book	tgagor's estate, right, the legally described as for the West 1/2 of cipal Meridian,	tle and interest
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which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenences, gas, oil, minerals, easements 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 entrolled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises 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 Liabilities.

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 feture 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 Mortgagec, 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 convinant 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 pights and benefits under and by virtue of the Homestead Exemption Laws of the State of filmois.

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 Mortgagec, 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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the use of any gender shall be applicable to all genders. The word "Mor-Morgagor shall be jointly and severally obligated hereunder. The singular shall mean the singular and singular shall mean the singular and the plural shall mean the singular and the plural shall mean the singular shall me persons or parties shall have executed the Note or this Mortgage. Each debtedness secured hereby or any part thereof, whether or not such binding upon Mortgagor. The word "Murgagor" when used herein shall also include all persons or parties liable for the payment of the insleo include all persons or parties liable for the payment of the insleo-include all persons or parties liable for the payment of the insleo-include all persons or parties liable for the payment of the insleo-include all persons or any nart thereof, whether or not such 18. This Mortgage and all provisions hereof, shall extend to and be of this Mortgage, if the Mortgager renders payment in full of all Liabilities secured by this Mortgage.

if any, being expressly waived in any manner. ing, issue or transfer thereof, all such personal liability of the trustee, tgagor, as trustee, because or in respect of this Mortgage or the makpersonal liability shall be asserted or be enforceable against the Morlateral or guaranty from time to time securing payments hereroff no through enforcement of the provisions of the Note and any other colof the trust estate which in part is securing the payment hereof, and the trustee, and insolar as the trustee is concerned, is payable only out ercise 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-19. In the event the Mortgagor is a land trustee, then this Mortgage tgagee" includes the successors and assigns of Mortgagee.

Mortgagor or any guarantor of the Note in case of a foreclosure sale the lien hereof or of the Judgment, and the deficiency judgment against or other fien 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 powers which may be necessary or are usual for the protection, possesthe rents, issues and profits. Such receiver shall also have all other cept for the intervention of the receiver, would be entitled to collect tion or not, as well as during any further times when Mortgagor, exfull statutory period of redemption, if any, whether there be redempthe foreclosure suit and, in case of a sale and a deficiency, during the

and available to the parry interposing the same in an action at law upon this Murgage shall be subject to any defense which would not be good 15. No action for the enforcement of the lien or of any provision of and deficiency

Ils yaq bne agrees to release the lien of this Mortgage and pay all reasonable times and access thereto shall be permitted for that purpose, ld. Morgagee shall have the right to inspect the Premises at all the Mote.

expenses, including recording fees and otherwise, to release the lien

The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse agagnoM sidt to anoisivorq gai such provisions shall be includive 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 Scordance with the law of the law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, be effective and vaild under arplicable law. **SKOKTS**

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Property of Cook County Clerk's Office

Mortgagor shall pay in full under protest, in the manner provided to statute, any tax, assessment or charge which Me taggor may desire 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 consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any totiant 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 that 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 of remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises still be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such D fault, or acquiescence therein, or shall affect any subsequent Default of its same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Prem ses insured against loss or damage by fire, lightning, windstorm, vandalism, and malicious damage and such other hazards as may from time to time by designated by Mortgagee. Mortgagor shall keep all buildings and in prevements now or herafter situated on the Premises insured against loss or an page by flood, if the Premises is located in a flood hazard zone θ ach finsurance policy shall be for an amount sufficient to pay in full 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 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 Morigagee 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 Morigagor 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 parallegals' 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 beginne immediately due and payable without notice and with interest therena 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 Mortgager 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 is do not in the Note and includes the failure of the Mortgager written noticezof the complete cure of of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgager 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.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgager 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 creased, 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 Morigagee for attorneys' and paralegals' fees, outlays for documentary and expert evidence. s enographers' charges, publication costs and costs of procuring all a'structs of title, title searches and examinations, title insurance policies, To mas certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either the prosecute the foreclosure suit or to evidence to bidders at any foreclosu sale. All of the foregoing items, which may be expended after entry of the icreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or 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 paras, uph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceeding to which Mortgagee shall be a party, either as plaintiff, claim intoir defendant, by reason of this Mortgage or any indebtedness seemed nereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose 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 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 filling of a complaint to foreclose this Mortgage, the court in which such sait is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regaid 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