Home Equity Account Revolving Credit Mortgage Variable Rate

Himois ("Mortgagee")	Lake Zurich		MAB ABD BANK
(_วอรีกซีเวอพู)	PITE MILE	ES JETEL and JANET JETEL	MAL XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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	XXXXXXXXXXXX noowaed si bur		To as base is age in Mortgage, is dated as of

Morrgagor has executed a Revolving Credit Note dated the same date as this Morrgage payable to the order of Morrgagee (the "Note") in the principal Witnesseth:

equal to one and one-half (1.50%) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on Interest after Default, (defined below), or mainrity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Frune whether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the Frune Wall Street Journal is not published. The effective date of any change in the Variable Rate Irdex will be the first day of the next billing eyele after the date of the change in the Variable Rate Index may fluctuate under the Note from month to ground with or without after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to ground with or without and the change in the change in the properties of the next billing that the Note Index in the Note In Wall Street Journal in the 'Money Rates' column as the 'Prime Rate' on the last business day of each month for the preceding business day. As used in the Note and this Morrgage "business day" means any day other than a Saturday or general legal holiday on which The amount of \$ 50,000,00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal baiance of the Note at the per annum rate equal to

As used in the Note and this Morgage, "Variable Rate Index" means the rate of interest, or the highest rate it more than one, published in The

*To Be Deleted When This Mortgage Is Not Executed By A Land Trust.

I Monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on the Note or \$100,000, whichever is greater. XX Monthly payment equel to an accrued interest on the Note. account statement, the Morragor shall pay to the Bank the amount due in accordance with the payment option selected below: Mortgagor promises to repetall amounts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly

to seeme payment of the More presents these presents Convey, Warrant and Mortgageer, all of Mortgagor's estate right, title and interest in the real estate situated, lying and being in the County of Cook and State of Illinois. Sepally described as follows: To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions Lette entire unpaid balance of principal at o interests on the Note. if not sooner paid, shall be due and payable on January 04

Cook County, Illinois. Office of Gook County, Illinois, on April 14, 1969, as Document Number 20809713, Third Principal Meridian, Lecording to the Plat thereof recorded in the Recorder' Lot 2 in Block 9 in Winston Knolls Unit 2, being a Subdivision of Parts of Section 19, Section 20, Section 30 all in Township 42 North, Range 10, East of the

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725 Freeman Court, Hoffman Estates,

shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now or, or in the Premises or nereatter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and 8 portion of the security for the Liabilities. located in, on or over or under the Premises, and all types and kinds of fixtures, including withou It minion, all of the foregoing used to supply theat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or certaily controlled) and all screens, window Permanent Identification No.: 02-20-304-002. With all improvements, buildings, heredirarien's appurtenances, gas, oil, minerals, casements to enter its referred to herein as the "Premises", together with all improvements, buildings, heredirarien's appurtenances, gas, oil, minerals, casements 02-20-304-002 Cotranon Address:.

Further, Morgagor covenants and agrees, as follows:

the value of the Premises. gnitizining by Morngages: (g) :92gagaroM yd gmirrw m ordinance, unless such alterations have been previously approved alterations in the Premises, except as required by law or manufolal the Premises, and the use of the Premises: (1) make no meterial or rooper this somenibro fedicinum to swal the to encounter the thin Admos (a) isosunate of noquinous minimus so seeong i semil que le 10 non equibling to gniblind que semil sidenosesa e discharge of such fien or charge to Morgagee; (d) complete within Premises, and upon request exhibit satisfactory evidence of the and in a special disclosed to Morngages, security interests, fiend and which fine for the security interests, fiend and which fine for the security interests, fiends, which fine for the security interests, fiends, which fine fine fields are security in which fine fine fields and fine fine field fine fields and fine fine fields and f Mongage, fine from any encumbrances, except for prior Mongages good condition and repair, without waste, and, except for this 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements row at octeafter on the Premises which may become damaged or be destroyed. (b) keep the Premises in

written request, furnish of Mortgagee duplicare bind receipts for such prevent Default hereunder assessments or charges against the Premises. Mortgagor shall, upon all general taxes, special taxes, special assessinents, water taxes, 2. Mortgagor shall pay, when due and before any penalty attaches,

> outstanding at the time any advance is made. and without regard to whether or not there is any indebtedness or not there is any advance made at the thire Morigage is executed on the date of the execution of this Mortgage, without regard to whether to the Note, to the same extent as if such future advances vere made payment of any existing indebtedness and future advances made pursuant Summes Chapter 17, Paragraph 6405. The lien of this Mortgage secures The Note evidences a "tevolving credit" as defined in Illinois Revised

> this Morgage, Morgagor may collect, receive and enjoy such avails. 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 forcelose 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 us as a personal convenant applicable to Mortgagor only, and not us as and future leases of the Premises, together with the right, but not the of money as advance rent or for security, under any and all present including without limitation, all rents, issues, profits, revenues, regalites, bonuses, rights and benefits due, payable or accruing, and all deposits Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues, and profits of the Premises,

of the State of Himois. and benefits under and by virtue of the Homestead Exemption Further, Mortgagor does hereby expressly waive and release all rights

REGRO VILLERYIN

the Male will not exceed 18%.

the foreclosure suit and, in case of a sale and a leftic case, maink the full statutory period of redemption, trady whether here by red mation or not, as well as during any further times when Mortgagor, except 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 indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure 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 agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien

of this Mortgage, if the Mortgagor renders payment in full of all Labilities source by this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming 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 is 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 hereof; 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 any manner.

		ii any, being expressly waives in any in	will evil.
20. This Mortgage has been made, executed a in accordance with the laws of the state of libe effective and vaild under applicable law. It such provisions shall be ineffective to (no extending provisions of this Mortgage.	llinois. Wherever possible, ear	ch provision of this Mortgage shall be inter- age are prohibited by or determined to be i	preted in such manner as to nvalid under applicable law.
The undersigned agrees to the terms of the side of this document which are incorporate	mortgage set forth above ated by reference herein.	and to the additional terms and provisio	ns set forth on the reverse
Witness the hand and scal of	Ox	set forth above.	
	00/	y Gurill John	
	τ_{0}	JAMET JETEL/ Not personally, but as Trustee under a	Trust Agreement datasi
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State of Illinois))	9,	
County of LAKE)	C/2	
subscribed to the foregoing instrument, appear instrument as his/her free and voluntary act, Given under my hand and notarial seal this	for the uses and purposes he	Jenuary, 19 93	
My Commission Expires: 12-05-	93	Notary Public Jean A (3	owell 46: 46: 46: 46: 46: 46: 46: 46: 46: 46:
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State of Illinois)) SS	STRAFFICE TO THE STRAFF TO THE	OFFIL FTS OF MILHOUS
County of)	AN OURSERNER COP	CT C12.5.1993
		in and for said County, in the State afores	
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of said (corporation) (association) personally	known to me to be the same	persons whose names are subscribed to the	e foregoing instrument as
such and acknowledged that they signed and delivered the	said instrument as their own	free and voluntary acts, and as the free and	voluntary act of said (cor-
poration) (association), as Trustee, for the uses did also then and there ackowledge that he, as of said (corporation) (association) to said instruc- tion), as Trustee, for the uses and purposes th	s and purposes therein set fort s custodian of the corporate s ment as his own free and volun	h; and the saideal of said (corporation) (association), affix	ed the said corporate seal
Given under my hand and notarial seal, this		19	
My Commission Expires:			
ing Commission Dapitos.		Notary Public	

Mortgagor shall pay in full under project in the man country under by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming definquent.

- 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 cortipromise 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 indehtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquitance 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, or of the soft 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 refleult, 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 may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Pren ise, insured against loss or damage by fire, lightning, windstorm, vandalism and mulicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and it iprocements now or herafter situated on the Premises insured against loss or amage by flood, if the Premisea is located in a flood hazard zoic. Each insurance policy shall be for an amount sufficient to pay in rule the cost of replacing or repairing the buildings and improvements oc. or 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 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, Mortgagoe 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 refecting the Premises and Mortgagee may punishuse, 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 exintest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection threwith, including attorneys and paralogals fees, and any other funds advanced by Mortgagee 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 porice 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 hen, 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 p.p. 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 Mortgager a conflictly ture any Ceuse 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.
- 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 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' 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, s'enographers' charges, publication costs and costs of procuring all ab tracts of title, title searches and examinations, title insurance policies, Tor ens certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sule. All of the foregoing items, which may be expended after may of the foreclosure judgment, may be estimated by Mortgagee. All expenditives and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby said mall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph 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 provedings, to which Mortgagee shall be a party, either as plaintiff, claims at or defendant, by reason of this Mortgage or any indebtedness se ure thereby; or (b) any preparation for the commencement of any suit for the coreclosure 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 in crument 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
- 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. Mortgage 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

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