N.	NBD Home Equit	BANK y Agadu t Peve i	9306 ing Credi/Mortg	3783 age Vari ble Rate	9306378 ₃
This Mortgage	e is duted as of	January 9,		nd is between *(
known as Trus	t NoBank	, not personally, but the many many many many many many many many	urchard and Brigi	st Agreement dated tre Burchard, his 1d	
			Witnesseth:		
amount of \$_the Note at the As used in the Wall Street Jo As used in the Wall Street Jo after the date on notice by the B whether from a Rate" in the "M Interest after Dequal to all or any part	50,000.00 per annum rate equal Note and this Mortga nurnal in the "Money Note and this Mortga nurnal is not published the change in the Vallank to the undersigned any past or future primal many Rates" column, Ociault, (defined below 11ve	(the "Lin: of Credit") I to	h. Interest on the Note shall be said that the last of interestrime Rate" on the last of sany day other than a Sany change in the Variable lable Rate Index will be apternational interestrate a comparable interestrate e, whether by acceleration to per annum in excess of the said of the said that	all be calculated on the dail percent per annum in exects, or the highest rate if mousiness day of each month that the day of sunday or general Rate Index will be the first that the under the Note from a plicable to all the outstanding the Journal discontinues. Index and will notify the Man or otherwise, shall be cathe Variable Rate Index, Mother the Manual Control of the	see (the "Note") in the principal ily unpaid principal balance of the Variable Rate Index one than one, published in The for the preceding business day al legal holiday on which The st day of the next billing cyclement to month with or without in the publication of the "Prim fortgagor of the Index selected dealated at the per annum rate of interest of the per annum rate of the pe
Mortgagor pro	mises to repay all are.	age Is Not Executed By musts of principal and interest of principal an	rest on the Note. On or be	efore the payment date show with the payment option s	vn on the Mortgagor's monthly selected below:
Monthly Monthly	payment equal to the payments equal to or	e accricit interest on the and sixtical (1/60th) of the	Note. principal balance outstan	ding on the Note or \$100.0	O, whichever is greater.
The entire unp	aid balance of principa	I and interests on the Note.	, if not sooner paid, shall I	be due and payable on	I anuary 25,
of the Note, M	lorteagor does by these	e presents Co	nt and Mortgage unto M	ed below), including any a ortgagee, all of Mortgagor's and State of Illinois, legally	nd all renewals and extension s estate, right, title and interes y described as follows:
Sie ieu esa	See Attache	C		and other of minors, regul.	25%
3					· .
() SECTIONS	N BLOCK 7 IN DI S 26 AND 27, TO N, IN COOK COUK	WESHIP 42 NORTH,	RANGE 1: FAST OF	SE IN QUILMETTE RE THE THIRD PRINCIPA	SERVE IN SO
N. Marketon	a, 11 cost cost	COOK	COUNTY, INLINION CONTROL OF THE COUNTY OF TH	Control of the Contro	<u> </u>
707		93 11	14.25 PM 12: 04	930637	83
V -				CV_	

Common Address: 627 Forest Avenue, Wilmette, 171 inois 60091

Permanent Elentification No.:

Which is referred to herein as the "Premises" together with all improvements, buildings, hereditaments, appartenances, 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 concrelled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the remises 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 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 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.

Purther, Mertgagor does hereby pledge and assign to Mortgagee, 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 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 Mortgagoe the right to foreclose this Mortgago, Mortgagor may collect, receive and enjoy such avails.

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

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgager 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 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 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 Mortgagoe duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder

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of this Mongage, if the Mongage renders payment in full of all

debicdness secured hereby or any part thereof, whether or not such persons or parties secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or that hereinder. The Mortgagor shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagor includes the such said assistant of Mortgagor, includes the currescore and assistant of Mortgagor." also include all persons or parties liable for the payment of the inbinding upon Mortgagor and all persons or parties claiming by, under or inrough Mortgagor. The word "Mortgagor" when used herein shall 18. This Mortgage and all provisions hereof, shall extend to and be

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 ussigns of Mortgagee

if any, being expressly waived in any manner. ing, issue or transfer thereof, all such personal liability of the trustee, igagor, as trustee, because or in respect of this Mortgage or the makpersonal Liability shall be asserted or be enforceable against the Morthrough 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 insofar as the trustee is concerned, is payable only out ercise of the power and authority conferred upon and vested in it as

any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the literaturent, and the deficiency judgment against Mortgager or any guarantor of the Mote in case of a foreclosure sale and affects or any guarantor of the Mote in case of a foreclosure sale and affects or any guarantor of the Mote in case of a foreclosure sale and affects of any guarantor of the Mote in case of a foreclosure sale and affects of any guarantor of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the Mote in case of a foreclosure sale and affects of the foreclosure sale and affect 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 sion, control, management and operation of the Primises. The court in which the forcelosure sult is filed may from time to time authorize powers which may be necessary or are usual for the protection, possescept for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other tion or not, as well as during any farther 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 party interposing the same in an action at law upon this Mortgage shall be subject to any defense which would not be good and deficiency. Is the enforcement of the lien or of any provision of

expenses, including recording fees and otherwise, to release the lien 16. Morigagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. The Morigagee agrees to release the tien of this Morigage and pay all the Note.

My Commission Expires:

Given under my hand and notatial seal, this... 61 day of tion), as Trustee, for the uses and purposes therein set forth. of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (associadid also then and there ackowledge that he, as custodian of the corporate seal of said (corporation), affixed the said corporate seal poration) (association), as Trustee, for the uses and purposes therein set forth; and the said acknowledged that they signed and delivered the said instrument as their own free and voluniary acts, and as the free and voluniary act of said (correspectively, appeared before me this day in person and _bns of suid (corporation) (ausociation) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as corporation) (association) and a Notary Public in and for said County, in the State aforesaid, do hereby certify that MY COMMISSION EXPIRES 4/28/96 JULIAN STATE OF ILL OFFICIAL KOLDE County of SES sionilli to state My Commission Expires: ... 016-82-1 Given under my hand and notatial seal this 9th tarnael lo yeb instrument as his/her free and voluntary act, for the uses and purposes herein set forth. L. Brigitte Burchard, his wife personally known to me to be the said subscribed to the foregoing instrument, appeared before me this day in person, and acknowleded that the years signed and delivered the said ediw ald bredorug etriging a br -, a Notary Public in and for said County and State, do hereby certify that Werner J.K. 2023U Kcjpe County of COOK State of Illinois Not personally, but as Trustee under a Trust Agreement dated Brigitie Burchard Burchar e. Morigagor the day and year set forth above. geos pub Wirness the hand, side of this document which are incer porated by reference herein. 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 eidt to enoisivorq gai such provisions shall be ineffer any to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remain-20. This Mortgage has he anade, executed and delivered to Mortgage in Mortgage shall be interpreted in such manner as to be interpreted in such manner as to be effective and vaild under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, or the extent of any provisions of this mortgage are prohibited by or determined to be invalid under applicable law, and vaild under applicable law. It may provisions of this mortgage are prohibited by or determined to be invalid under applicable law, and we have a prohibitons or invalidating the remainder of such provisions about the provisions of the remainder of such provisions of the prov

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Mortgagor shall pay in full under protest in the number protested by statute, any tax, assessment or chan c which the tagger in the contest prior to such tax, assessment to c and e second influent

- 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 of compromise 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 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 shall be in addition to every other remedy or right now or hereafte, existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any rimedy or right accruing on Default shall impris any such remedy or right, or shall be construed to be a waiver of my such Default, or acquiescence therein, or shall affect any subsequent Default of the same or defirent nature. Burry such remedy or right may be exercised concurrently or independently, and when and as often a may be deemed expedient by Mortgagee.
- Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Promises insured against loss or duringe by fire, lightning, windstorm, valid is a and malicious damage and such other hazards as may from time to unte be designated by Mortgagee. Mortgagor shall keep all buildings and am rovements now or herafter situated on the Premises insured against less or damage by flood, if the Premises is located in a flood hazuru cons. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and imprivements on the Premises and, in no event less than the principal amount of the 1, 10. Mortgagor shall obtain liability insurance with respect to the Prentiscs 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, Mortgagor may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagor, and Mortgagor may, but need not, make fuil or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagor 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 liberewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagor to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagor for each matter concerning which action herein authorized may be taken, thalf 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 Mortgagor shall never be considered as a waiver of any right accruing to Mortgagor on account of any Default hereunder on the part of the Mörtgagor.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security inverests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such foods 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 Mortgagor shall pay all expenses of Mortgagee including attorneys' and panalegals' 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 terra "Default" when used in this Mortgage, has

- the same meaning as defined in the Note and includes the failure of the Mo teagur to be no citely cure any Cause for Default and to deliver to the Hor gages written a stice 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 forcelose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of forcelosure 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, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens 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 forecic sure sale. All of the foregoing items, which may be expended after carry of the foreclosure judgment, may be estimated by Mortgagee. All expendances and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereov and shall be immediately due and payable, with interest thereon at a rat: equivalent to the post maturity interest rate set forth in the Note. This largeraph shall also apply to any expenditures or expenses incurred or mid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy p occedings, to which Mortgagee shall be a party, either as plaintiff, cle'mant or defendant, by reason of this Mortgage or any indebtednes; see ired hereby; or (b) any preparation for the commencement of any with 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 of 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
- 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. 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

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