

This Mortgage is dated as of January 23, 1993 and is between not personally, but as Trustee under a Trust Agreement dated, 1993, and known as Trust No. \* Harry E. Vergis and Sharon M. Vergis, his wife-- ("Mortgagor") and NBD Bank, Park Ridge, Illinois ("Mortgagee").

**Witnesseth:**

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in the principal amount of \$15,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to one (1 %) percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The 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 Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to two (2 %) 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 the Note will not exceed 18%.

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

Mortgagor promises to repay all amounts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shall pay to the Bank the amount due in accordance with the payment option selected below:

Monthly payment equal to the accrued interest on the Note.

Monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater.

The entire unpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on January 28, 1998.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents Convey, Warrant and Mortgage unto Mortgagee, 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, legally described as follows:

The S 45 feet of the N 180 feet of Lot 2 (except the E 30 feet thereof) and the S 45 feet of the N 180 feet of Lot 3 (except the W 68.5 feet thereof) in Walper's Subdivision of Lot 1 in Block 5 in Canfield in the NW  $\frac{1}{4}$  of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS  
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Common Address: 7151 N. Ottawa Ave., Chicago, IL 60631

Permanent Identification No.: 09-36-105- 130

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, fixtures, 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 controlled) 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 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.

Further, Mortgagor 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 covenant 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 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. 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 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 furnished to Mortgagee, furnish receipts for such taxes, assessments and charges to prevent Default assessments.

ORIGINAL

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of said co-operation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as copartners (association) (association) and of said co-operation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as copartners (association) (association) and

**a Notary Public in and for said County, in the State aforesaid, do hereby certify that**

County of  
SS  
State of Illinois

I, Norma Publice, alias Vergerie, a Notary Public in and for said County and State, do hereby certify that Hector E. Vergerie and Sharon M. Vergerie, alias Alice, personally known to me to be the same persons herein(s) whose name(s) are subscribed to the foregoing instrument, spikeared before me this day in person, and acknowledge(d) that Lise Y. signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes herein set forth.

Country of Cook  
SS

19. \_\_\_\_\_, and known as Trust No. \_\_\_\_\_, Nat personally, but is Trustee under a Trust Agreement dated \_\_\_\_\_, 19\_\_\_\_\_, between M. Vergé & Sons E. Vergé & Sons, and known as Trust No. \_\_\_\_\_.

Witnesses the hand \_\_\_\_\_ and seal \_\_\_\_\_ of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

The undersigned agrees to the terms in this mortgage set forth above and to the additional terms and provisions set forth on the reverse side of this document which are reflected by reference herein.

2A. This Mortgage has been made, executed and delivered to Mortgagee in Park Ridge, Illinois, and shall be construed in accordance with the laws of the State of Illinois.

In the beginning, mechanics like accessories and fittings in machinery were excused by the power and authority conferred upon them in the executive of the *Mortagage*, but as time went on the executive of the *Mortagage* was limited to trustee, and inssofar as the trustee is concerned, it is probable only one of the powers and authority can be exercised by the *Mortagage*. In the case of the *Mortagage*, issue of transfer thereof, all such personal liability of the master, being expressly waived in any manner.

of this Mortgagee, if the Mortgagor remands the same in full or in part to the trustee, it shall be applicable to all beneficiaries.

the foregoing period of redemption, if any, whether there be no sum due now, as well as during any longer times when Mortgagee or for the intervening period of the recapture, would be entitled to collect upwards which may be necessary or are usual for the protection, possession and security, issues and profits, such receiver shall also have all other powers and rights as are usually given to receivers of real estate.

5. No written form for the enforcement of the lien or of any provision of this Note shall be sufficient to any decree which would not be good and available to the party interpreting the same in an action at law upon the debt due.

6. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose, free of charge and record filing fees and otherwise to release the lien of this Mortgage to pay all expenses.

7. Mortgagor shall be liable to pay all expenses incurred by the holder of this Mortgage to release the lien of this Mortgage and pay all expenses.

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Motivation is high, legal mechanisms are accessible to most firms as their

13. The proceeds of any lottery sale shall be distributed and applied in the following order of priority: first, an account of all costs and expenses incident to the lottery; second, including all the items mentioned in the immediately preceding paragraphs; second, in the following order of priority: first, an account of the lottery expenses up to the amount unpaid on the Note and the principal (first to fund immediate debts); fourth, my wife, my wife's mother or other relatives and then to public charities; fourth, my wife, my wife's mother or other relatives and then to public charities.

which affect the premises or the security group, whether or not actually

of ownership of any beneficial interest or power of direction in a land which holds title to the Premises, shall be made without the prior written consent of Mortgagor.

The same reasoning as detailed in the Note and includes the failure of the Note to complete any cause for Debut until 10 days after Debut within ten (10) days after Debut under the Note's terms.

2. Upon demand, at the sole option of Morgan Stanley, the Note and/or any other liabilities shall become immediately due and payable and of the French. The term „debtors“ which appears in this Model Note, includes the trustees and other creditors mentioned in the indenture or in the notes, as well as any persons who have agreed to be bound by the terms of the indenture or notes.

As it has emerged, the new party has been unable to attract any significant numbers, let alone members, to its ranks. Nevertheless, its influence in certain areas of government, particularly in the Ministry of Environment, is growing.

MONTGOMERY 20

Comments will be submitted by the insurance company without at least 30 days prior written notice to Monitor.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each  
right or remedy of Mortgagee which respects to the Liabilities, 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 its rights at law or in equity. No delay by  
mortgagor or trustee in remedying or repairing any defect in the  
remedy or right of Mortgagor shall be in addition to every other remedy  
or right of Mortgagee which respects to the Liabilities. Each  
right or remedy of Mortgagor shall be in addition to the Liabilities, this  
paragraph notwithstanding.

SOCIALISM AND IN THE NAME OF MORALITY, OR EXCESSIVE AND DECADENT ARTS  
acquisition and to appeal from any such award.

3. Upon the request of Mortgagor, 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  
Mortgagor shall be in form and substance satisfactory to Mortgagee;  
and assignments of Mortgagor's interest in such leases to Mortgagee,  
which Mortgagor shall accept and acknowledge as valid and binding  
upon Mortgagor and his heirs, executors, administrators, successors  
and assigns, and upon the premises described in the original lease  
and the property described in the original lease, and the same  
shall be subject to the same conditions and restrictions as the  
original lease.

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Upon, or at any time after the filing of a complaint to foreclose  
titles Mortgagor, the court in which such suit is filed may appoint a  
receiver of the premises, if he can't be made either  
without regard to the time of application for the receiver and  
the receiver shall be given a homestead or not. Mortgagor may be  
entitled to the expenses of the Premiums or whatever the Premiums  
without regard to the time of application for the receiver and  
shall be liable to the receiver for all the expenses of the Premiums  
which he receives. Such receiver shall have power to collect  
any sum due him by virtue of the Premiums during the period of  
the receiver's service, less any sum paid by the receiver to the  
mortgagor.

Montgomery's letter, legal memorandum, and notes to his wife.

13. The proceeds of any lottery issue shall be distributed and applied in the following order of priority: first, an account of all costs and expenses incident to the respective proceedings; including all the items listed below; second, to the immediate preceding paragraphs; and third, to the Note, with interest accrued by this Mortgage holder; third, all principal and interest remaining unpaid on the Note and the liquidation fund to the Note and the Note to principal.

might affect the premises of the security board, whether or not actually

lease, mortgagee, trustee, grantee by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, countervailing or to sell, or transfer of the Premises, or any part thereof, or of ownership of any part which held, title to the Premises, shall be without the prior written consent of Mortgagor.

the same measure to examine it completely, cure any Cause for Default and to deliver the Mortgagee written notice of the completion of the Cure for Default within ten (10) days after the Mortgagee makes written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Declaratory 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.

11. Is Monolithic nuclear family primary institution in India? Monolithic families, do unions, associations, groups, etc., necessarily mean family institution in our country?

Mengenlehre

7. Upon Default by Mortgagor herunder, Mortgagor shall pay to the Lender all amounts due under this Agreement, plus interest thereon at the rate of 12% per annum, plus attorney's fees, costs and expenses of collection, including reasonable attorney's fees, and all other expenses paid or incurred in connection therewith, including attorney and paralegal fees, and any other funds advanced by Mortgagor to protect the Plaintiff concerning which action herein authorized may be taken, shall be so much extra summable compensation to Plaintiff for each month commencing with the month in which action is commenced to Plaintiff as to provide for the Plaintiff the same amount of money as would have been paid to Plaintiff if Plaintiff had sold the property in accordance with the terms of this Agreement.

cancelable by the insurance company without at least 30 days' prior notice.

3. No remedy or right of action of Morganagee hereunder shall be deemed effective with respect to the Lenders. Each Lender or remedy or right of Morganagee hereunder shall be exclusive. Each remedy or right of Morganagee hereunder shall be deemed effective with respect to the Lenders.

3 Upon the request of Mortgagor, Mortgagor shall deliver to Mortgagee all original copies of all or any portion of the Promises, together with assignments of such leases from Mortgagee to Mortgagor, which assignments shall be in form and substance satisfactory to Mortgagee; assignments shall be in form and substance satisfactory to Mortgagor shall be in form and substance satisfactory to Mortgagor, at any time or release any term or obligation, at any time while the indebtedness secured hereby remains unpaid.

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