NBD BANK Home Equity Account Revolving (redit Viertgige Variable Rate

nia Mer	rtgage is dated	as of March 12	, 19_93 and is between	*(30101041
				dated , 19 and ried to each other ("Mortgagos")
MINIT US	Print No.)* Robert R. Pa	lmer & Moira V. Palmer, mar	ried to each other ("Mortgagos")
d NBO	BANK	. · · · · · · · · · · · · · · · · · · ·	. Mount Prospect	", Illinois ("Mortgagee").

Witnesseth:

the interest of the Note and this Mortgage. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Street Journal is not published. The effective date of any than Street Journal is not probabled. The effective date of any the Note from more than one in the Note highest in the from more fine in the Variable Rate Index. The Variable Rate Index is the Hark is the undersigned. Any change in the Variable Rate Index may fluctuate under the Note from month to month with or without the Hark is the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note bether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" to the "Mortes Rates" column, the Mortgage will select a comparable interest rate Index and will notify the Mortgagor of the Index elected at the publication of the "Prime the" Mortes Rates" column, the Mortgage will select a comparable interest rate Index and will notify the Mortgagor of the Index selected.

In the "Mortes Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected.

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In the "Mortes Rates" column as the right to prepay to the part of the part of the part of the part annum rate of interest on the Note will not exceed 18%.

a Be Deleted When This Morigoge Is Not Executed By A Land Trust.

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

ka Monthly passe in equal to the accrued interest on the Note.

the real estate stated, lying and being in the County of,

Cook

LOT 19 10 BLOCK 2 IN WESTBURY LARTS UNIT 1, A RESUBDIVISION OF ECKID IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT., ILLINOIS.

93191841

and State of Illinois, legally described as follows:

DEPT-01 RECORDING \$25.00
. T\$0010 TRAN 0580 03/15/93 14:36:00
. \$5891 \$ \$ -93-191841
. COOK COUNTY RECORDER

4152 Portage Lane Hoffman Estates, IL 60195

manent Identitivation No.: 02-19-319-035

th is referred to bettern as the "Premises", together with all improvements, buildings, hereditaments, apper enances, gas, oil, minerals, easements used in, on or sever or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply toget, are condensing, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window des, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Tremises or hereafter creeted, alled 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.

None evidence of "revolving credit" as defined in Illinois Revised tutes Chapter 1. Throughup 6405. The lien of this Mortgage secures ment of any exceing indebtedness and future advances made pursuant to Note, for the same extent as if such future advances were made he date of the execution of this Mortgage, without regard to whether of there is any advance made at the time this Mortgage is executed without regard to whether or not there is any indebtedness tanking at the time any advance is made.

ther. Mortgager does hereby pledge and assign to Mortgagee, all ass, written or suchal, rents, issues, and profits of the Premises, whose athems to matter, all rents, issues, profits, revenues, revalles, there rights and benefits the, payable or accroing, and all deposits works as advange tent or for security, under any and all present future feases of the Premises, together with the right, but not the galost, to or first, receive, demand, sue for and recover the same advance reposition. Mortgagee by acceptance of this Mortgage agrees, personal consumant applicable to Mortgagor only, and not as a ation or condition bereof and not available to anyone other than tagingor, that with a Default shall occur or an event shall occur, which is the territis hereof shall give to Mortgagee the right to to receive Mortgage. Mortgagor may collect, receive and enjoy such avails.

net, Mortgagor foes hereby expressly waive and release all rights penefits under and by virtue of the Homestead Exemption Laws e State of Humps 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' tiens 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 bereunder

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Property of Cook County Clerk's Office

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this Mongage, if the Mortgagor renders payment in full of all bilitic discovered a mini doligage. is Connectionaire sont and, in case of a site and a deficience during the interest of redemption, if any vibrate that the redemption is any vibrate that the were not, as well is during any further times when Mortgagor, ex-18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under that the intervention of the receiver, would be entitled to collect rents, issues and profits. Such receiver shall also have all other or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the innovers which man be necessary or are usual for the protection, possesdebtedness secured hereby or any part thereof, whether or not such sion, control measurement and operation of the Premises. The court persons or parties shall have executed the Note or this Mortgage. Each in which the form where suit is filed may from time to time authorize Mortgagor shall be jointly and severally obligated hereunder. The the receiver to apply the net income in the receiver's hands in payment singular shall include the plural, the plural shall mean the singular and in whole or in part of the indebtedness secured hereby, or secured by the use of any gender shall be applicable to all genders. The word "Moruny padament now, wrong this Mortgage, or any tax, special assessment tgagee" includes the successors and assigns of Mortgagee. or other hen of an ambrance which may be or become superior to the lien hereofor is the indement, and the deficiency judgment against 19. In the event the Mortgagor is a land trustee, then this Mortgage Mortgagor or are autorantor of the Note in case of a foreclosure sale 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 and deficiency. 15. No serion has the entoncement of the lien or of any provision of the trustee, and insofar as the trustee is concerned, is payable only out this Morngage shall be subject to any defense which would not be good of the trust estate which in part is securing the payment hereof, and and available to the party interposing the same in an action at law upon through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payments hererof; no the Note personal liability shall be asserted or be enforceable against the Mor-M Morgangee shall have the right to inspect the Premises at all remonable times and access thereto shall be permitted for that purpose. tgugor, as trustee, because or in respect of this Mortgage or the mak-17. Mortgagee agrees to release the lien of this Mortgage and pay all ing, issue or transfer thereof, all such personal liability of the trustee, expenses, including recording fees and otherwise, to release the lien if any, being expressly waived in any manner. ..., Illinois, and shall be construed 20. This Mortgage has been made, executed and delivered to Mortgagee in Mount Prospect in accordance with the laws of the first of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and sand under applicable aw. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. such provisions shall be meffective to uncextent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of dos Morigage. The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse side of this document which are incorporated by reference herein. Witness the band and seal of Mortga or the day and year set forth above Prepared by and mail to: Karen Besthoff, AVP Palmer NBD Bank One NEC Plaza Not personally, but as Trustee under a Trust Agreement dated Mt. Prospect, IL 60056 State of Ellimois Cook County Moira V. Paimer, married to each other personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _t hey_ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth. Given under my hand and notarial scal this 12th day of My Commission Expires: GGCIAL SEAL State of Illinois ni lilinois County of ... · 6/20/93 _, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _ . of __ _____ (corporation) (association) and ___ of said (corporation: (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as _, respectively, appeared before me this day in person and __ and___ second that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association) as Trustee, for the uses and purposes therein set forth; and the said ____ did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

Notary Public

Given under my hand and notarial scal, this day of ______

My Commission Exputes.

Mortgagor shall pay in full under protest, is the name provided by statute, any tax, assessment or charge which Managar may lesire of 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 aesignments 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 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 hereafter exacting at law or in equity. No delay by Mortgagee in exercising, or omitiong 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 Default, 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 any by deemed expedient by Mortgagee.
- Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premise, insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and ir ipro ements now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in mit 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 Mortgager 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. Mortgagee 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, fiens 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 paralegals' 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 heroby 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 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 Mortgagor 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 as defined in the Note and includes the failure of the Mortragor to on pletely cure any Cause 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 thereol, 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 Morgage, 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, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, For 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 hidders at any foreclesure sale. All of the foregoing items, which may be expended after conly of the foreclosure judgment, may be estimated by Morigagee. All expendit res and expenses mentioned in this paragraph, when incurred or said by Mortgagee 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 pring aph shall also apply to any expenditures or expenses incurred or paut by Mortgagee or on behalf of Mortgagee in connection with (a) any o occeeding, including without limitation, probate and bankrupicy proceedings, to which Mortgagee shall be a party, either as plaintiff, clair ant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any sur 10 10 forcelosure of this Mortgage after accrual of the right to forcelose 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 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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