

Home Equity Account Revolving Credit Mortgage Variable Rate

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This is dated as of January 19, 1993 and is between * [Name], not personally, but as Trustee under a Trust Agreement dated [Date], 19 [Year], and [Name] (*Mortgagor").

93220953

Witnesseth:

I 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 \$45,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note per annum rate equal to one half (1/2%) percent per annum in excess of the Variable Rate Index.

When This Mortgage Is Not Executed By A Land Trust.

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

payment equal to the accrued interest on the Note.

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

principal balance of principal and interests on the Note, if not sooner paid, shall be due and payable on February 25, 1996.

transfer of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the indebtedness, to Mortgagee, all of Mortgagor's estate, right, title and interest therein.

Attached:

DEMPSEY'S COUNTRY CLUB MANOR, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 12 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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COOK COUNTY, ILLINOIS FILED FOR RECORD

93 MAR 25 AM 9:39

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Address: 1440 Kaywood Lane, Glenview, Illinois 60025

Identification No.: 04-25-317-007-0000

as defined herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenances, gas, oil, minerals, easements or rights over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply water, conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window blinds and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, attached to or in the Premises.

I agree to provide a "revolving credit" as defined in Illinois Revised Statutes, Chapter 40, Section 17, Paragraph 6405. The lien of this Mortgage secures all existing indebtedness and future advances made pursuant to the same extent as if such future advances were made at the execution of this Mortgage, without regard to whether the advance was made at the time this Mortgage is executed or whether or not there is any indebtedness at the time any advance is made.

I do hereby pledge and assign to Mortgagee, all my right, title and interest in and to the Premises, together with all rents, issues, and profits of the Premises, and all deposits, and all benefits due, payable or accruing, and all deposits of any kind, made for or for security, under any and all present or future laws of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same for and for the benefit of Mortgagee by acceptance of this Mortgage agrees.

I do hereby expressly waive and release all rights and claims in and to the Premises 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; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

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

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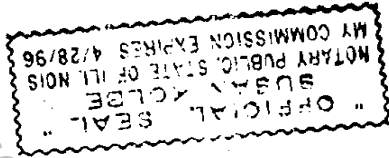
Notary Public

My Commission Expires: _____

Given under my hand and notarial seal, this _____ day of _____, 19____

(I, _____ of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the 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 (corporation) (association), as Trustee, for the uses and purposes therein set forth; and there acknowledged that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal to said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (association) for the uses and purposes therein set forth.)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____ (corporation) (association) and _____



State of Illinois)
County of _____)
Susan K. Jones)
Notary Public)

Notary Public

My Commission Expires: 4-28-96

Given under my hand and notarial seal this 19th day of January, 1993

(I, _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ the _____ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.)

I, _____ a Notary Public in and for said County and State, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) _____

State of Illinois)
County of Cook)
Susan K. Jones)
Notary Public)

By: _____

_____ and known as Trust No. _____

Not personally, but as Trustee under a Trust Agreement dated _____

John M. Jones

Charles M. Jones

Witness the hand _____ of _____ of _____ the day and year set forth above.

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.

20. This Mortgage has been made, executed and delivered to Mortgagee in _____ Illinois, and shall be construed in accordance with the law of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" 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 Mortgagee 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 Mortgagee is a land trustee, then this Mortgage is executed by the Mortgagee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as trustee 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 Mortgagee, as trustee, because 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.

the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, 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 for 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 Mortgagee 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. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien.

17. Mortgagee agrees to release the lien of this Mortgage and pay all reasonable times and access thereto shall be permitted for that purpose.

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03-1-2020