

Dated as of MARCH 8, 19 93 and is between * (_____)
not personally, but as Trustee under a Trust Agreement dated _____, 19 _____ and
No. _____) * STEVEN R. ISACKSON, BACHELOR NEVER MARRIED ("Mortgagor")
_____ Illinois ("Mortgagee").

93234453

Witnesseth:

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 \$5,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at an annual rate equal to ONE HALF PERCENT (.50%) percent per annum in excess of the Variable Rate Index. The Variable Rate Index means the rate of interest, or the highest rate if more than one, published in The Money Rates column as the "Prime Rate" on the last business day of each month for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle. The Variable Rate Index may fluctuate under the Note from month to month with or without notice to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" column, the Mortgagee will select a comparable interest rate index and will notify the Mortgagor of the index selected. The Mortgagee shall have the right to accelerate the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate of THREE PERCENT (3.00%) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note shall not exceed 18%.

When This Mortgage Is Not Executed By A Land Trust.

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

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

The balance of principal and interests on the Note, if not sooner paid, shall be due and payable on MARCH 8, 19 98.

As security for 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 therein, lying and being in the County of COOK and State of Illinois, legally described as follows:

1: EASTERLY 37.68 FEET OF THE SOUTHWESTERLY 127.98 FEET, AS MEASURED ALONG PERPENDICULARLY TO THE SOUTHEASTERLY LINE OF LOT 15 IN COLONY LAKE CLUB, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF SCHAUMBURG, IN COOK COUNTY, ILLINOIS

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2: APURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DESCRIPTION OF EASEMENTS MADE BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 51691 DATED JANUARY 5, 1977 AND RECORDED MARCH 23, 1977 AS DOCUMENT NUMBER 23905023 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, NATIONAL BANKING CORPORATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 12, 1976 AND KNOWN AS DEED NUMBER 51691 TO STEVEN BARRY ISACKSON DATED APRIL 14, 1977 AND RECORDED MARCH 23, 1977 AS DOCUMENT 23905023 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

93234453

1122 COLONY LAKE DRIVE, SCHAUMBURG, ILLINOIS 60194

Instrument No.: 07-16-104-C42

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

of "revolving credit" as defined in Illinois Revised Statutes, Chapter 405. The lien of this Mortgage secures the indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made pursuant to the Note, without regard to whether the advance was made at the time this Mortgage is executed or whether or not there is any indebtedness on the Note at the time any advance is made.

Mortgagor does hereby pledge and assign to Mortgagee, all the right, title and interest in and to the Premises, including all rents, issues, and profits of the Premises, and all deposits, benefits due, payable or accruing, and all deposits in any bank or for security, under any and all present and future contracts, together with the right, but not the obligation, to receive, demand, sue for and recover the same. This assignment shall be binding on Mortgagee by acceptance of this Mortgage. The assignment shall be binding on Mortgagee only, and not as a general assignment, and shall not be available to anyone other than Mortgagee. In the event of Default shall occur or an event shall occur, which shall give to Mortgagee the right to foreclose on the Premises, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor covenants and agrees as follows:

- 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.
- 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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My Commission Expires: _____ day of _____ 19____

Given under my hand and notarial seal, this _____ day of _____ 19____, I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____ (corporation) and _____ (corporation) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person 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 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.

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MARCH 21 1933

State of Illinois)
County of _____)
My Commission Expires: _____
Given under my hand and notarial seal this _____ day of _____ 19____

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

JUNE A. GEORGE
ISACKSON
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)
By: _____
Not personally, but as Trustee under a Trust Agreement dated _____ 19____, and known as Trust No. _____

Witness the hand _____ and seal _____ of Notary for the day and year set forth above.
NBD BK.
2555 W. GOLF RD.
HOFFMAN ESTATES, ILLINOIS

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 laws 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.

17. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien.
16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
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.
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shall pay in full under protest, in the manner provided by law, assessment or charge which Mortgagee may desire to collect to such tax, assessment or charge becoming delinquent. At the request of Mortgagee, Mortgagor shall deliver to Mortgagee all leases of all or any portion of the Premises, together with copies of such leases from Mortgagee to Mortgagee, which copies shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, incur or accept any prepayments, discharge or compromise or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

Amount of damages resulting from condemnation proceedings, or the exercise of power of eminent domain, or the taking of the Premises for public use is hereby transferred, assigned and shall be paid to Mortgagor and such awards or any part thereof may be applied by Mortgagee after the payment of all of Mortgagee's expenses, including attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf of the Mortgagor, to execute and deliver valid assignments and to appeal from any such award.

The remedy or right of Mortgagee hereunder shall be exclusive. Each remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy available now or hereafter existing at law or in equity. No delay by Mortgagor in exercising, or omitting to exercise, any remedy or right shall constitute a Default shall impair any such remedy or right, or shall constitute a waiver of any such Default or acquiescence therein. After any subsequent Default of the same or different nature, the remedy or right may be exercised concurrently or successively, and when and as often as may be deemed expedient by Mortgagee.

Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious mischief and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements 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 full the cost of repairing the buildings and improvements on the Premises, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises and improvements which is acceptable to Mortgagee. All policies shall be in form and substance satisfactory to Mortgagee. Each insurance policy shall include Mortgagee as an "additional insured" and be payable, in the event of loss or damage, to Mortgagee. Each insurance policy shall include a 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 a case of insurance about to expire. Mortgagor shall deliver all renewal policies not less than ten days prior to the expiration of expiration. Each insurance policy shall not be subject to any change by the insurance company without at least 30 days' prior notice to Mortgagee.

Mortgagor shall be liable for any Default by Mortgagor hereunder. Mortgagee may, but need not, require payment or perform any act required of Mortgagor in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of interest on any encumbrances, liens or security interests on the Premises and Mortgagee may purchase, discharge, release or settle any tax lien or other lien or title or claim thereof, or any tax sale or forfeiture affecting the Premises or any tax assessment. All moneys paid for any of the purposes mentioned and all expenses paid or incurred in connection with the discharge, release or settlement of any such lien, including attorneys' and paralegals' fees, and any other funds expended by Mortgagee to protect the Premises or the lien hereof, plus compensation to Mortgagee for each matter concerning which such action is herein authorized may be taken, shall 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 equal to the post maturity rate set forth in the Note. Inaction by 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.

If Mortgagor makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagor shall do so according to any bill, statement or estimate of the appropriate party claiming such funds without inquiry as to the accuracy or validity of such bill, statement or estimate or into the nature, amount, priority, or validity of such lien, encumbrance, security interest, tax assessment, or other lien, tax lien or title or claim thereof.

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 other costs incurred in the enforcement of Mortgagee's rights in the Note 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 Mortgagor to completely cure any Cause for Default and to deliver to Mortgagee a written notice of the complete cure 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.

11. "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, 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 foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid 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 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 proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit 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 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 Mortgagee 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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