

**UNOFFICIAL COPY**

dated as of March 12, 19 93 and is between \*(not personally, but as Trustee under a Trust Agreement dated, 19     and Eugene J. Foss and Joy T. Foss, his wife ("Mortgagor"))  
Bank Park Ridge, Illinois ("Mortgagee").

Witnesseth: **93243033**

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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 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 (1) 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 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. "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 change in the Variable Rate Index. 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 as of the date of such change. 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 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 12 percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay the Note at any time, without penalty. The maximum per annum rate of interest on the Note shall not exceed 12 percent.

**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: (a) monthly payments equal to the accrued interest on the Note.

(b) monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater. If the balance of principal and interests on the Note, if not sooner paid, shall be due and payable on March 12, 19 98. The Mortgagor does by these presents convey, warrant and mortgage unto Mortgagee, all of Mortgagor's estate, right, title and interest in and to the real estate situated, lying and being in the County of Cook and State of Illinois, legally described as follows:

70 FEET OF LOT 12 IN BLOCK 24 IN A TRACT OF LAND OWNED BY MC INTOSH AND COMPANY'S CICERO AVENUE IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY CLERK'S OFFICE  
RECORDS & CLERK  
33775-2 APR 11 1993

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15423 LeClaire Oak Forest, IL 60452  
Mortgage No.: 28-16-210-021

herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenances, gas, oil, minerals, easements, rights, powers or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply 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, and all other items now 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.

as a "revolving credit" as defined in Illinois Revised Statutes, Chapter 120, Section 6-405. The lien of this Mortgage secures the principal and interest on the Note and all future advances made pursuant to the terms of this Mortgage, without regard to whether the advance is made at the time this Mortgage is executed or at any time thereafter, and to whether or not there is any indebtedness on the Note at the time any advance is made.

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, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder

Mortgagor does hereby pledge and assign to Mortgagee, all of the Premises, and all rents, issues, and profits of the Premises, together with all benefits due, payable or accruing, and all deposits made or for security, under any and all present or future mortgages, together with the right, but not the obligation, to receive, demand, sue for and recover the same. Mortgagee by acceptance of this Mortgage agrees that the lien of this Mortgage shall be applicable to Mortgagor only, and not as a lien in rem, and not available to anyone other than Mortgagor. In the event a Default shall occur or an event shall occur, which shall give to Mortgagee the right to foreclose on the Note, Mortgagor may collect, receive and enjoy such avails. Mortgagor does hereby expressly waive and release all rights and claims, and by virtue of the Homestead Exemption Laws of the State of Illinois.

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BOX 933 - 14

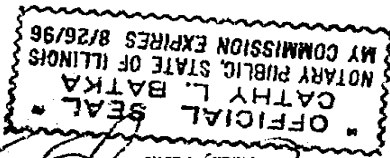
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Handwritten notes at top of page, including "Park Ridge" and "IL 13668".

My Commission Expires: \_\_\_\_\_

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) (association) and \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as 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 the corporate seal of said (corporation) (association), affixed the said corporate seal (corporation) (association), as Trustee, for the uses and purposes therein set forth.



Signature of Notary Public, Cathy L. Batka.

State of Illinois ) ) )  
County of \_\_\_\_\_ ) ) )

My Commission Expires: \_\_\_\_\_

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ personally known to me to be \_\_\_\_\_ and \_\_\_\_\_ whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

State of Illinois ) ) )  
County of Cook ) ) )

Not personally, but as Trustee under a Trust Agreement dated \_\_\_\_\_ 19\_\_\_\_ and known as Trust No. \_\_\_\_\_

Signatures of Eugene J. Foss and Joy L. Foss.

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 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 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 be jointly and severally obligated hereunder. The singular 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, and insofar as the trustee is concerned, its 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 or in respect 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 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.

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full under protest, in the manner provided by law, any assessment or charge which Mortgagor may be liable for, or any assessment or charge becoming delinquent.

Mortgagee. Mortgagor shall deliver to Mortgagee or any portion of the Premises, together with all easements from Mortgagor to Mortgagee, which in form and substance satisfactory to Mortgagee; without Mortgagee's prior written consent, accept any prepayments, discharge or compromise of any obligation, at any time while the same hereby remains unpaid.

expenses resulting from condemnation proceedings, eminent domain, or the taking of the Premises by any governmental authority, shall be paid to Mortgagee. All such expenses shall be applied by Mortgagee to the reduction of the principal of the Note and Mortgagee is hereby authorized, on behalf of Mortgagor, to execute and deliver valid instruments from any such award.

Mortgagee hereunder shall be exclusive. Each remedy shall be in addition to any other remedy available at law or in equity. No delay by Mortgagor in exercising any remedy or right shall impair any such remedy or right, or shall constitute a waiver of any such Default, or acquiescence therein, or constitute a Default of the same or different nature. Any right may be exercised concurrently or successively and as often as may be deemed expedient by Mortgagee.

Mortgagor shall keep the Premises and all buildings and improvements thereon situated on the Premises insured against fire, lightning, windstorm, vandalism and malicious mischief and all other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements on the Premises insured against loss or damage by fire, flood, windstorm, hail, lightning, and other hazards as may from time to time be designated by Mortgagee. Each policy shall be for an amount sufficient to pay in full the cost of repairing the buildings and improvements on the Premises, not less than the principal amount of the Note. Mortgagee shall be named as an additional insured on the policy. Each insurance policy shall be payable to Mortgagee. Each insurance policy shall contain a non-assignment and non-subrogation clause and shall be payable to Mortgagee. Mortgagor shall deliver all policies to Mortgagee. Each insurance policy shall not expire and shall be renewed or replaced by a new policy not less than ten days prior to the expiration of the existing policy. Each insurance policy shall not be cancelled by the insurance company without at least 30 days' prior notice to Mortgagee.

Mortgagor hereunder, Mortgagee may, but need not, perform any act required of Mortgagor in any manner deemed expedient by Mortgagee, and need not, make full or partial payments of any encumbrances, liens or security interests on the Premises and Mortgagee may purchase, discharge, or otherwise satisfy any tax lien or other lien or claim thereon, or any sale or forfeiture affecting the Premises or any part thereof. All moneys paid for any of the purposes herein shall be applied to the payment of all expenses paid or incurred in connection with the protection of the Premises or the lien hereof, plus attorneys' and paralegals' fees, and any other funds authorized by Mortgagee for each matter concerning the Premises. Mortgagee shall be so much authorized hereby and shall become immediately secured hereby and with interest thereon at a per annum interest rate set forth in the Note. Inaction by Mortgagee shall be considered as a waiver of any right accruing to Mortgagee by reason of any Default hereunder on the part of the Mortgagor.

any payment authorized by this Mortgage relating to the Premises, including taxes, liens, security interests or encumbrances, shall be applied to any bill, statement or estimate of any party claiming such funds without inquiry as to the validity of such bill, statement or estimate or into any encumbrance, security interest, tax assessment, lien or claim thereon.

at the sole option of Mortgagee, the Note and/or any amount due hereunder shall become immediately due and payable and the principal and interest and expenses of Mortgagee including attorneys' and paralegals' fees incurred in connection with this Mortgage shall be applied to the enforcement of Mortgagee's rights in the Note and the Liabilities incurred in connection with the disposition of the Premises. "Default" when used in this Mortgage, has

the meaning as defined in the Note and includes the failure of the Mortgagor to complete any Cause for Default and to deliver to the Mortgagee 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 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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