



NBD Skokie Bank, N.A.
Home Equity Account Revolving Credit Mortgage Variable Rate

UNOFFICIAL COPY

This Mortgage is dated as of March 30, 1993 and is between Cole Taylor Bank, not personally, but as Trustee under a Trust Agreement dated August 29, 1983 and known as Trust No. 83-127 ("Mortgagor") and NBD Skokie Bank, N.A., Skokie, Illinois ("Mortgagee").

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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 \$ 80,000.00 (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 half (.50 %) 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 and one half (2.50 %) 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 March 30, 1993.

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:

Lot 4 in Parkside Estates First Addition a Resubdivision of Lots 1 to 12 both inclusive in Block 4 in Wilmette Hibbard Resubdivision in the South West Quarter of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded October 9, 1957, as Document Number 17053760, in Cook County, Illinois.

30/43

DEFINITE RECORDING \$25.00
 185555 TRSN 1747 04/16/93 13:59:00
 #3743 # * - 93 - 282230
 COOK COUNTY RECORDER

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Common Address: 215 Kilpatrick, Wilmette, Illinois 60091

Permanent Identification No.: 05-32-303-033-0000 which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenances, 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 Exemptive 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, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Double payment:

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NOTARIAL PUBLIC STATE OF ILLINOIS
OFFICIAL SEAL
My Commission Expires July 11, 1994

[Handwritten Signature]
19 93

Given under my hand and notarial seal, this 13th day of April 1993

(not) as Trustee, for the uses and purposes therein set forth.
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) (association) (association) (association), affixed the said corporate seal

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) (association) (association) (association), respectively, appeared before me this day in person and such (corporation) (association) (association) (association) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as (corporation) (association) (association) (association) (association) and Kathleen Dunne (corporation) (association) (association) (association) (association)

the undersigned Peter Horne of Cole Taylor Bank of Cook County, in the State aforesaid, do hereby certify that a Notary Public in and for said County, in the State aforesaid, do hereby certify that

State of Illinois)
County of Cook)
() SS)
My Commission Expires: Notary Public

Given under my hand and notarial seal this 13th day of April 19 93

the undersigned Peter Horne & Kathleen Dunne personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes herein set forth.

State of Illinois)
County of Cook)
() SS)

By: *[Signature]*
By: *[Signature]*
Aug 29 19 83 and known as Trust No.

Cole Taylor Bank as Trustee under a Trust Agreement dated Not personally, but as Trustee under a Trust Agreement dated

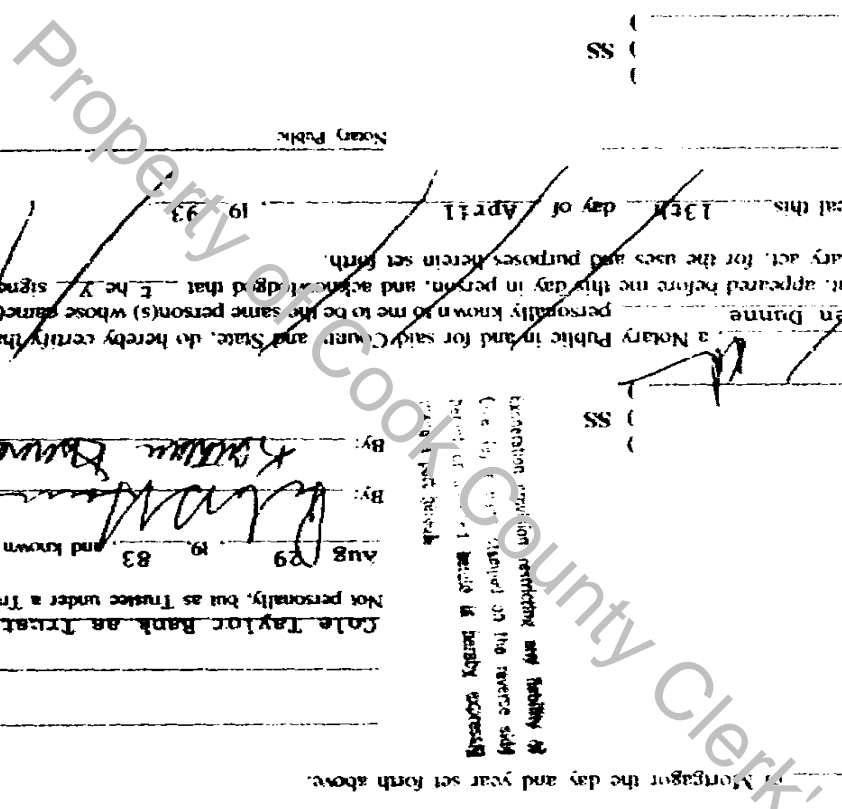
Witness the hand and seal of Mortgagee the day and year set forth above.

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 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 of this Mortgage. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 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 imposing the same in an action at law upon the Note. 14. 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 imposing the same in an action at law upon the Note. 13. 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 imposing the same in an action at law upon the Note. 12. 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 imposing the same in an action at law upon the Note. 11. 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 imposing the same in an action at law upon the Note. 10. 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 imposing the same in an action at law upon the Note. 9. 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 imposing the same in an action at law upon the Note. 8. 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 imposing the same in an action at law upon the Note. 7. 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 imposing the same in an action at law upon the Note. 6. 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 imposing the same in an action at law upon the Note. 5. 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 imposing the same in an action at law upon the Note. 4. 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 imposing the same in an action at law upon the Note. 3. 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 imposing the same in an action at law upon the Note. 2. 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 imposing the same in an action at law upon the Note. 1. 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 imposing the same in an action at law upon the Note.

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Mortgage shall not in full under protest, in the manner provided by... 1. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee... 2. Any award of damages resulting from condemnation proceedings... 3. No remedy or right of Mortgagee hereunder shall be exclusive... 4. Mortgagee shall keep the Premises and all buildings and... 5. Mortgagee shall keep the Premises insured against... 6. Mortgagee shall keep the Premises insured against... 7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not... 8. If Mortgagee makes any payment authorized by this Mortgage relating... 9. Upon Default, at the sole option of Mortgagee, the Note and or any...

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the same meaning as defined in the Note and includes the failure of... 10. Notwithstanding any other provisions of this Mortgage, no sale... 11. "Liabilities" means any and all liabilities, obligations and... 12. When the indebtedness secured hereby shall become due whether... 13. The proceeds of any foreclosure sale shall be distributed and applied... 14. From, or at any time after the filing of a complaint to foreclose... 15. Mortgagee shall not be considered as a waiver of any right in connection... 16. Mortgagee shall not be considered as a waiver of any right in connection... 17. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee... 18. Any award of damages resulting from condemnation proceedings... 19. No remedy or right of Mortgagee hereunder shall be exclusive... 20. Mortgagee shall keep the Premises and all buildings and... 21. Mortgagee shall keep the Premises insured against... 22. Mortgagee shall keep the Premises insured against... 23. Upon Default by Mortgagee hereunder, Mortgagee may, but need not... 24. If Mortgagee makes any payment authorized by this Mortgage relating... 25. Upon Default, at the sole option of Mortgagee, the Note and or any...

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Property of Cook County Clerk's Office

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