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NBD Bank

93289353

#465060125247

Home Equity Account Revolving Credit Mortgage Variable Rate

BOX 169

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This Mortgage is dated as of April 10 1998 NBD BANK, as Successor Trustee to First National Bank, a corporation organized under the laws of the State of Illinois, as successor trustee to First National Bank, not personally, but as Trustee under a Trust Agreement dated September 9, 1991 and known as Trust No. LT-2072 and NBD Bank, Mount Prospect, Illinois ("Mortgagee").

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 \$ 238,000.00 (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 (1/2 %) 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 four (4 %) 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 sixteenth (1/16th) 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 April 10, 1998.

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 20 IN LANCASTER COURT, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1979 AS DOCUMENT NUMBER 24848318, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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Common Address: 209 Lancaster Ave., Prospect Heights, IL 60070

Permanent Identification No.: 03-21-400-057 which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, or 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 central y 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 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, 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







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DATED April 10, 1993 UNDER TRUST NO. LT-2072-MP

This MORTGAGE is executed by NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS not personally but solely as Trustee under Trust No. LT-2072-MP in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of the Mortgagor or Grantor or on said NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor or Grantor and said NBD BANK, personally are concerned, the legal holder or holders of said Note and the owner or owner of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor(s), if any. All the covenants and conditions to be performed hereunder by NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS by reason of any covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this statement.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

IN WITNESS WHEREOF, NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President/ Trust Officer, and its corporate seal to be hereunto affixed by its Assistant Vice President/ Trust Officer/ Deputy Cashier, the day and year first above written.

NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, solely as Trustee as aforesaid and not personally.

By: Wayne H. Goble, Jr.  
Assistant Vice President/ Trust Officer

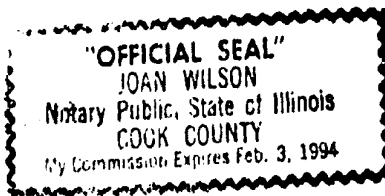
Attest: Annette N. Brusca  
Assistant Vice President/ Trust Officer/ Deputy Cashier

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK   )

I, Joan Wilson, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Wayne H. Goble, Jr., Assistant Vice President/ Trust Officer of NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, and Annette N. Brusca, Assistant Trust Officer/ Deputy Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/ Trust Officer and Assistant Trust Officer/ Deputy Cashier respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer/ Assistant Trust Officer/ Assistant Trust Officer then and there acknowledged the same, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of April A.D., 19 93.

Joan Wilson  
Notary Public



BOX 109

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10/1/2010