93292002

This Mortgage is dated as of

ROBERT F. HARVEY AND DENISE L. HARVEY, his wife ("Mortgugor") जिस्सामा कर में प्राप्त केता. Arlington Haights , Illimie ("Mortgagee"). and NBD BANK

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 \$ 20,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of 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 (4.0 %) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay aff or any part of the agency te unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed him.

"To Be Deleted When This Mortgage Is Not Executed By A Land Trust.

Mortgagor promises to repay all arnounts 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:

K) Monthly payment equal to the accreed interest on the Note.

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

The entire unpaid balance of principal and in crests on the Note, if not sooner paid, shall be due and payable on April 2 ..., 19.98. To secure payment of the indebtedness evidence by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents Covers, 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 93lows: OCH COUNTY CA and State of Illinois, legally described as follows: in the real estate situated, lying and being in the County of.

See Legal Description:

DEPT-01 RECORDING T#8888 TREM 5124 94/20/98 15:56:00 ***--93-292002** COOK COUNTY RECORDER

5 Fieldstone Road, Rolling Meadows, Illinois 6000P Permanent Identification No.: 02-35-209-018

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appartenances, gas, oil, minerals, casements 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 convenant 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 tiens 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 Morigagee; (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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makt and another that the angle at the control of the to spointing and the same and the angle that and the same and the sa	sonal liability shall be asserted or be enforceable against the Mor-	le. Mortgagee shall have the right to inspect the Premises at all pen

and available to the party interposing the same in an action at law upon this Mortgage shall be subject to any defense which would not be good

and deficiency.

the lien hereuf or of the judgment, and the deficiency judgment against Mongagor or any guarantor of the Mote in case of a foreclosure sale

or other lien or encumbrance which may be or become superior to

any judgment forcelosing this Mortgage, or any tax, special assessment in whole or in part of the indebtedness secured hereby, or secured by

the receiver to apply the net income in the receiver's hands in payment sion, control management and operation of the Premises. The court in which the forcelosure suit is filled may from time to time authorize powers which may be necessary or are usual for the protection, possesthe tents, issues and profits. Such receiver shall also have all other cept for the intervention of the receiver, would be entitled to collect

tion or not, as well as during any further times when Mortgagor, ex-

full scattatory period of redemption, if any, whether there be redemp-

the foreclosure suit and, in case of a sale and a deficiency, during the

through enforcement of the provisions of the Note and any other colof the trust estate which in part is securing the payment hereof, and the trustee, and insofar as the trustee is concerned, is payable only out ercise of the power and authority conferred upon and vested in it as is executed by the Mortgagor, not personally, but as trustee in the ex-19. In the event the Mortgagor is a land trustee, then this Mortgage 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.

personal liability shall be asserted or be enforceable against the Morlateral or guaranty from time to time securing payments hererof; no

or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the independences secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The binding upon Mortgagor and all persons or parties claiming by, under 18. This Mortgage and all provisions hereof, shall extend to and be

of this Mortgage, if the Mortgager renders payment in full of all

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DOOR THE STATE OF TRUST AND SAVINGS BANK, CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AFRE MENT DATED OCTOBER 6, 1966 AND KNOWN AS TRUST NUMBER 15713 DAYLO JUNE 1, 1967 AND RECORDED JUNE 26, 1967 AS DOCUMENT 2015 TO AND AS CREATED BY DEED FROM PIONEER TRUST AND SAVINGS EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO
PARCEL 2: EASEMENT FOR THE SENERIT OF PARCEL 1 FOR INGRESS AND
EGRESS OVER CLASS "A" EASEMENT LOCATED ON LCTS 38, 39, 40, 41 AND ACCORLING TO THE PLAT THER O' MECUREUS BY THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 14, 1967 AS DOCUMENT 20109753 AND BEING A RESUBBIVISION ON PART OF LOT 1 OF LOUCHIOS FARM SUBDIVISION IN THE HORTE PALT OF SECTION 35, TOWNSHIP 42 NORTE, RANGE 10 SIMMEN AND MILDRED L. SIMMEN BIS WIFE, DATED JANUARY 12, 1968 AND RECORDED FEBRUARY 8, 1968 AS DOCUMENT 20399936 IN COOK COUNTY, 42 IN SAID RESURDIVISION SHOWN ON THE AFORESAID PLAT OF RESUBDIVISION AND AS SET FORTH IN THE DECLARATION MADE BY PIONEER BAIR, CORPORATION OF ILLINOIS, TRUSTEE UNDER TRUST AGREEMENT ANJED OCTOBER 6, 1966 AND KNOWN AS TRUST NUMBER 15713 TO ROBERT L. LOT 37 IN CREEKCIDE AT PLUM GROVE SHIT NUMBER 2.

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Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use is hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.
- 5. No remedy or right of Moregage with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any arch remedy or right, or shall be construed to be a waiver of any such Terbult, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right may be everysed concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises instituted against loss or depress by fire linearing mind and premises instituted and appears by the linearing mind and all premises instituted and all premises and all buildings and improvements and all premises and all buildings and improvements now or hereafter situated on the Premises and all buildings and improvements now or hereafter situated on the Premises and all buildings and improvements now or hereafter situated on the Premises and all buildings and improvements now or hereafter situated on the Premises and all buildings and improvements now or hereafter situated on the Premises instituted on the Premise instituted on the Premises instituted on the Premise inst loss or damage by fire, lightning, windstorm, vandalism and mulicious damage and such other hazards as may from time to time by designated by Mortgagee. Mortgager shall keep all buildings and imprive nents now or herafter situated on the Premises insured against loss or dring to 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 replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's 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 case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee. and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof. or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action 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 equivalent to the post maturity rate set forth in the Note. Inaction of 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.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, 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 expenses incurred in the enforcement of Mortgagee's rights in the Premises 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 the Mortgagee written notice of the complete cure of 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.
- II. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe 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 forcelosure all expenditures and expenses which may re paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, outlays for documentary and expert evidence. deriographers' 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 b. Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and hankruptey proceeding; including without limitation, probate and hankruptey proceeding; to which Mortgagee shall be a party, either as plaintiff, claimant, i.e. defendant, by reason of this Mortgage or any indebtedness secured neverty; or (b) any preparation for the commencement of any suit for the freelosure of this Mortgage after account of the right to formulae who there are not account. 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 saie, 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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