

UNOFFICIAL COPY

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAY 12, 1985  
My Comm. No. 123456789  
DONNA H. SPITZER  
OFFICIAL SEAL

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County, ss: I, Stephen G. Whitley, do hereby certify that the foregoing instrument was acknowledged before me this 29th day of MARCH, 1993, by NANCY L. WHITNEY AND STEVEN G. WHITNEY, WIFE/HUSBAND on behalf of the corporation or partnership.

SIGNATURES: Nancy L. Whitney & Stephen G. Whitley

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.  Commercial  Construction  Other  Note  
Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  A copy of the rate adjustment containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.  
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Forty Thousand and No/100 Dollars (\$40,000.00) plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.  
The above obligation is due and payable on MARCH 29, 1994.  
Revolving credit loan agreement dated 03/29/1993 with initial amount interest rate of 7.500% All amounts owed under the agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.  
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SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under the mortgage or under any instrument secured by this mortgage.  
The secured debt is evidenced by (list all instruments and agreements secured by the mortgage and the dates thereof):

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and located in COOK County, Illinois.

THIS IS A JUNIOR MORTGAGE

P.I.N. NO.: 15-50-418-016-0000  
COOK COUNTY, ILLINOIS  
FILE # FOR RECORD  
C/A: 11423 BURTON DRIVE, WESTCHESTER, ILLINOIS 60153 PH 3:25  
93308037

LEGAL DESCRIPTION: LOT 16 IN ASHLEY WOODS, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 30 RODS OF THE NORTH 21 AND 1/3 RODS THEREOF) OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1987 AS DOCUMENT 87-546573 IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 11423 BURTON DRIVE WESTCHESTER ILLINOIS 60153  
MARCH 29, 1993  
REAL ESTATE MORTGAGE: For value received, I, NANCY L. WHITNEY & STEVEN G. WHITNEY, WIFE/HUSBAND, in joint tenancy, mortgage and warrant to you to secure the payment of the secured debt described below, on the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

MORTGAGEE HURDIS BANK BATAVIA, NATIONAL ASSOCIATION 155 WEST WILSON STREET BATAVIA, IL 60510 (Address) DONNA H. SPITZER (Name) 155 W. WILSON ST., BATAVIA, IL This instrument was prepared by	MORTGAGOR WESTCHESTER, IL 60153 11423 BURTON DRIVE STEVEN G. WHITNEY NANCY L. WHITNEY
	"I" includes each mortgagor above.

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## COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
  2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
  3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
  4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
  5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
  6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
  7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
  8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
  9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
  10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
- Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
  12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
  13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
  14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
  17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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02 APR 95 PM 3:26  
FILED IN RECORD  
COOK COUNTY ILLINOIS

**Signature for Lender:** \_\_\_\_\_  
**We hereby certify that this is a true and exact copy executed under our control.**  
**original document duly executed and which is in our possession and control.**  
 By *[Signature]*  
 Harris Bank, N.A.

**EX:** NANCY L. WILKINSON, PERSONALLY  
**BY:** NANCY L. WILKINSON, SOLE OWNER  
 FLANTER'S PATRIOT GARDEN & GIFT SHOP

**SIGNATURES:** I AGREE TO THE TERMS OF THIS NOTE INCLUDING THOSE ON PAGE 21. I have received a copy on today's date.  
**PURPOSE:** The purpose of this loan is **BUSINESS: WORKING CAPITAL LINE OF CREDIT**

P.I.N. NO.: 15-30-418-016-0000  
 C/A: 11423 BURTON DRIVE, WESTCHESTER, IL 60153

ALSO SECURED BY A JUNIOR MORTGAGE DATED MARCH 29, 1993 ON LOT 16, ASHLEY WOODS, WESTCHESTER, COOK COUNTY, ILLINOIS.  
 THIS NOTE IS SECURED BY A SECURITY AGREEMENT DATED MARCH 29, 1993 ON INVENTORY, EQUIPMENT, ACCOUNTS RECEIVABLE, AND GENERAL INTANGIBLES.

**ADDITIONAL TERMS:** unpaid balance of principal and interest will be due thereafter. The final payment of the entire amount will be due \_\_\_\_\_  
 Installments: I agree to pay this note in \_\_\_\_\_ payments. The first payment will be in the amount of \$ \_\_\_\_\_  
 Principal: I agree to pay the principal \_\_\_\_\_ MARCH 29, 1994

**PAYMENTS:** I agree to pay this note as follows:  MONTHLY BEGINNING APRIL 29, 1993  
 **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which are  included in the principal amount above: **ALL OUT OF POCKET LOAN EXPENSES TO BE PAID LATER DATE**

**ACCRUAL METHOD:** Interest will be calculated on a  ACTUAL/360 basis.  
 LATE CHARGE: If a payment is made more than \_\_\_\_\_ days after it is due, I agree to pay a late charge of \_\_\_\_\_  
 **POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below: \_\_\_\_\_ on the same fixed or variable rate in effect at the maturity (as indicated above).  
 at a rate equal to PRIME PLUS 5.50% VARIABLE RATE.

**EFFECT OF VARIABLE RATE:** A change in the interest rate will have the following effect on the payments:  The amount of each scheduled payment will change.  
 Limitations: During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_% or less than \_\_\_\_\_%.  
 Frequency and Timing: The rate on this note may change as often as **DAILY** ON THE SAME DAY. A change in the interest rate will take effect \_\_\_\_\_.

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.  
 **INDEX:** The future rate will be based on the following index rate: **BANK OF CHICAGO PRIME INTEREST RATE** (the following index rate: **HARRIS TRUST AND SAVINGS** 1.50% OVER).  
 **VARIABLE RATE:** This rate may then change as stated below.  
 **INTEREST:** I agree to pay interest on the outstanding principal balance from **MARCH 29, 1993** at the rate of **7.500%** per year until **FIRST CHANGE DATE**.

**Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on **MARCH 29, 1994**.  
 **Closed End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time (and subject to all other conditions).  
**Conditions:** The conditions for future advances are \_\_\_\_\_ and future principal advances are contemplated.

**Single Advance:** I will receive all of this principal sum on \_\_\_\_\_.  
 **Multiple Advances:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On **MARCH 29, 1993**, No additional advances are contemplated under this note.  
 Dollars \$ **40,000.00**

BORROWER'S NAME AND ADDRESS 28 W 571 ROOSEVELT ROAD WINFIELD, IL 60190		LENDER'S NAME AND ADDRESS ASSOCIATION 155 WEST WILSON STREET BATAVIA, IL 60510	
For value received, I promise to pay to you, or your order, at your address listed above the principal sum of <b>FOURTY THOUSAND AND NO/100</b> \$ 40,000.00		"You" means the lender, its successors and assigns.	
Loan Number: 106147-N Date: MARCH 29, 1993 Maturity Date: MARCH 29, 1994 Loan Amount: \$ 40,000.00 Renewed On: _____	ACCOUNT #: 1600097-01 TAXPAYER ID #: 509-66-9477	No additional advances are contemplated under this note.	

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**APPLICABLE LAW:** The law of the state of Illinois will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan, without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**CONFESSION OF JUDGMENT:** In addition to your remedies listed herein, I authorize any attorney to appear in a court of record and confess judgment, without process, against me, in favor of you, for any sum unpaid and due on this note, together with collection costs including reasonable attorney's fees.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (payment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me (for me, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party, if you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /