

This Mortgage is dated as of April 22, 1993, and is between "I", not personally, but as Trustee under a Trust Agreement dated known as Trust No. James R. Whiteside and Michelle M. Whiteside, his wife ("Mortgagor") and NBD Bank, 600 N. Meacham Road, Schaumburg, 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 \$, 60,000.00 (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 Mortgagor 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 Three and One Half (3.50 %) 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 22, 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 35A in Block 1 in Evergreen subdivision no. 2A, being a resubdivision of Lots 33 thru 37 inclusive and Lots 39 thru 44 inclusive all in block 1 in Evergreen subdivision No. 2 in that part of the Southeast 1/4 of Section 18, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 15, 1988 as doc. 88024529 in Cook County, IL.

SC 285807  
144  
COLIN D. HILL, CLERK  
FILER, RECORDER, CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS

MAY - 3 PM 6:17

93327429

Common Address: 5060 N. Tamarack Dr., Barrington, IL 60010

Permanent Identification No.: 02-18-415-034-0000

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 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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did also show and there is knowledge that the corporate seal of sand (corporation) (assumption) is sand instrument as his own tree and voluntary act, and as the tree and voluntary act of sand (corporation) (assumption) is sand instrument (assumption), it forced the sand corporate seal

of said (corporation) (assumption) personally known to me to be the same persons whose names are subscribed to the foregoing instrument in such and delivered the said instrument in their own free and voluntary acts, and as the true and voluntary act of said cor-

"Nobdy's public in and for said County in the State aforesaid, do hereby certify that

THE COMMERCIAL BANK OF THE  
UNITED STATES OF AMERICA

State of Illinois  
County of

My Commission Expenses 11-6-93

I, JOHN M. MEKEL, wife of M. W. McHEESE, do hereby certify that JAMES R. WHITTLE, a Notary Public in and for said County and State, has witnessed before me this day in person, and acknowledged to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, for the uses and purposes herein set forth.

County of Cook  
State of Illinois

State of Illinois

NBD BANK  
600 N. Meacham Rd.  
Aetna: Connaught Loan Co  
Schaumburg, IL 60196

PREPARED BY: Joan M. Metke - Consumer Loan Dept.

The underlined figures in 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 executed and delivered to Mortgagee in                                 , Illinois, and shall be construed  
in accordance with the laws of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted  
to effectuate with the intent of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted  
in accordance with the laws of the State of Illinois. 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 invalidity, without invalidating the remainder of such provisions or the remain-  
der of this Mortgage.

19 In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Mortgagor, not personally, but as trustee in the exercise of the power and authority conferred upon him by his trustee, which trustee as the trustee is concerned, is payable only out of the trust assets which in part is to secure the payment of the principal and interest due to the Mortgagor, and in the event of the trustee's death or incapacity the Mortgagor, all such personal liability of the trustee, including, issue or transfer thereof, all such personal liability of the trustee, personal, as trustee, because of or in respect of this Mortgage, as trustee, shall be asserted against the Mortgagor, no personal liability of the trustee from time to time securing payments hereon; no personal liability of the trustee from time to time securing payments hereon; no personal liability of the trustee from time to time securing payments hereon.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor," 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 indebtedness occurs at any time after the date of this instrument.

the franchisee until and, in case of a sale and a deficiency, during the initial statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except in which the franchisee suit is filed may from time to time authorize powers which may be necessary at the usual for the protection of the Premises. The court, in control, management and operation of the Premises. The court, in whole or part of the franchisees secured hereby, hands in payment to apply the net income in the receiver's hands in proportion to the receiver's share in the net income in the receiver's hands in case of a foreclosure sale of the lessor hereof to one of the judgment, and the defendant judgment prior to any sale of any good or chattel of this Mortgagor shall be subject to any defense which would not be good and valuable to the party interpreting the same in an action at law upon the Note.

15. No action for, in the enforcement of the lien or of any preexisting debt or deficiency.

16. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

17. Mortgagor agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.

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11. Upon, or at any time after the filing of a complaint to prosecute this action, the court in which such suit is filed may appoint a master of the probate court to take charge of all the premises during the pendency of the proceeding, and provide for the payment of expenses, taxes, and interest, and for the removal of such receiver when power to control the same is acquired by the receiver under the terms of his contract.

13. The proceeds of any forfeitures shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the forfeiture proceedings; second, liquidating all the items held under the heading in the instrumentality proceeding; and third, between the parties to the instrumentality proceedings up to the amount of their respective interests in the Note and the liability (first to the party who had the right to participate!) fourth, any surplus to the benefit of the Note and the liability (first to the party who had the right to participate); fifth, legal expenses or mileage, as there may be.

10. Notwithstanding any other provisions of this Mortgage, no sale  
leas<sup>e</sup>, assignment, mortgage, trust deed, grant by Mortgagor or an occupant  
in any kind, conveyance, transfer of occupancy or possession, control  
to all, or transfer of any benefit of the Premises, or any part thereof, or sale of  
any interest in any beneficial interest in the Premises, or power of direction  
written consent of Mortgagor.

metaphor, any text, any situation, any part in our inner space, in the manner it may be used to carry out the function of change which originates in the mind of the individual prior to his entry into the scene, according to the principles of the theory of perception, in the manner it may be used to carry out the function of change which originates in the mind of the individual prior to his entry into the scene, according to the principles of the theory of perception.

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