

This Mortgage is dated as of April 22, 1993 and is between *

~~XXXXXX~~ Christopher J. Inglot & Vanessa A. Inglot, his wife, ~~XXXX~~ ("Mortgagor")
and NBD Bank ~~XXXXXX~~ 2801 Pfingsten Rd., Glenview, Illinois ("Mortgagee").

93331809

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 (0.50%) 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 three (3.0%) 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 \$10000, 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 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 43 IN OLIVER SALINGER AND COMPANY'S DUNDEE ROAD ACRES, BEING A SUBDIVISION OF THE EAST 36 RODS OF THE WEST 74 RODS OF THE SOUTH 120 RODS OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ILLINOIS
FILE FOR RECORD

53 MAY -4 PM 1:28

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Common Address:

591 Greenwood Road, Northbrook, IL 60062

Permanent Identification No.: 04-04-303-008 Volume 131
 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 building 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

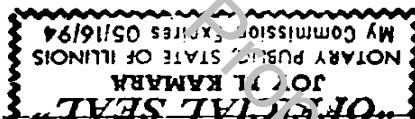
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2. Notary Publics in and for said County, in the State aforesaid, do hereby certify that



I, John Doe, and Jane Doe, a Notary Public in and for said County and State, do hereby certify that Christopher J. Williams and Vanesse A. Inglot, personally known 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 that they signed and delivered the said instrument to her free and voluntary act, for the uses and purposes herein set forth.

State of Illinois County of Cook Cook
SS: _____
By: _____
Bx: _____

MAIL TO: N 137 Springster Rd #5
County Clerks
2801 Elanview
 $(B0 \times 164)$
and known as Trust No.
Not personally, but as Trustee under a Trust Agreement dated
19. _____

Witnesses the hand and seal as _____ of the foregoing day and year set forth above.

32. This Mortgage shall be made, executed and delivered to Mortgagor in Illinois, and shall be construed in accordance with the law of the State of Illinois. Whichever possible, each provision of this Mortgage shall be interpreted in accordance with such provisions as shall be inserted in the event of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remain-

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11 The procedures of any bank branch user will be disrupted and suspended
12 in the following order of priority. First, an account of all the current and
13 savings accounts in the bank's branches; secondly, the deposit accounts; thirdly,
14 those accounts which are under the management of the manager or
15 manager's heirs; finally, legal representatives, successors or managers, as
16 rights may appear.

of any kind, company, transfer of occupancy or usufructuary
lease, mortgage, trust deed, grant by attorney or of any other
right, title or interest in or to any property, real or personal,
or to all, or a part of, or a transfer of the premises, or any part thereof, or any power of disposition in a land
owner which holds title to the premises, shall be made without the prior
written consent of Mortgagor.

the same meaning as defined in the Note and includes the future or
the Mortgagee to completely cure any Cause for Defauld and to deliver
to the Mortgagee written notice of the complete cure of all the Causes
for Defauld within ten (10) days after the Mortgagee makes written notice
to the Mortgagor written notice of the complete cure of all the Causes
for Defauld. The Note shall be paid in full by the Mortgagor to the
Cause for Defauld as provided in the Note and shall be paid in full by the
Mortgagor to the Mortgagee within ten (10) days after the Mortgagee makes
written notice of the complete cure of all the Causes for Defauld.

9. Upon Death, if the sole option of Disposition, the trustee and/or any other beneficiaries shall have the right to claim merger.

8. In this amendment we have made any potential amendment by this Parliament subject to the following conditions:

3. Upon the request of Mortgagor, Mortgagor shall deliver to Mortgageree all original leases of all or any portion of the premises, together with assignments of all or any portion of the premises, within which any such lease, assignment or other right may be located.
4. Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may become liable to pay or to which Mortgagor is subject by reason of the property mortgaged.

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Original

Original

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