

Revolving Credit Mortgage



This Mortgage is made this 15th day of APRIL 1993 between the Mortgagee AMERICAN NATIONAL BANK AND TRUST COMPANY OF WAUKEGAN, AS TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 5, 1974 AND KNOWN AS TRUST NUMBER 942

and the Mortgagee BANK ONE, CHICAGO, ILLINOIS, whose address is P.O. BOX 7070 ROSEMONT, ILLINOIS 60018-7070 (City) (State) (Zip Code)

APRIL 1, 1993 as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagee or Mortgagee's beneficiary (if applicable) until the last business day of the 12th full calendar month following the date of the Agreement (if applicable) to secure the outstanding and unpaid obligations advanced pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured hereby shall not at any time exceed \$50,000.00

In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon, as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of prior liens, taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagee contained herein and of the Mortgagee or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made either contemporaneously herewith or to be made in the future, Mortgagee does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK State of ILLINOIS and described as follows:

LOT 123 IN SECTION 3 OF WESTVIEW UNITS 3 AND 5 IN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDINGS \$21.50

93857142

Common Address: 1311 MESSLING DR., NORTHBROOK, IL 60062
Property Tax No. 04-07-401-030 VOLUME 131
TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and form a part of the real property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Mortgagee covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property, that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by NA County NA as Document No. NA (prior mortgage) recorded with the Recorder of Deeds NA

1. To perform all the covenants on the part of Mortgagee to be performed under the provisions of any prior mortgage and upon failure of Mortgagee to perform such covenants; Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagee (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary) plus interest as hereinafter provided; if being specifically understood that although Mortgagee may take such curative action, Mortgagee's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.

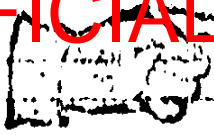
2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property.

This instrument prepared by and to be returned to Bank One, CHICAGO, ILLINOIS, whose address is P.O. BOX 7070 ROSEMONT, ILLINOIS 60018-7070
ATTN: LOAN OPERATIONS
Form No. 210023 92

UNOFFICIAL COPY

ILLINOIS BANK ONE CORPORATION 1992

Handwritten initials/signature



OFFICIAL STATEMENT
BUBAN C. DAVANSKI
Notary Public, State of Illinois
My Commission Expires 12/27/00

APR 11 1993

day of

1993

1993

Given under my hand and notarial seal this

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT DAWN E. STENHALTER, Asst. Trust Officer and Sharel A. Bubby, Asst. Vice President personally known to me to be the same person as whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

State of Illinois
County of Lake

ATTEST: *Sharel A. Bubby*
ITS: Asst. Vice President

BY: *Dawn E. Stenthaler*
Asst. Trust Officer

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and known as Trust Number

as Trusting under Trust Agreement dated FEBRUARY 5, 1974

AMERICAN NATIONAL BANK & TRUST CO. not personally but OF WAUKEGAN LAND TRUST

Each of the covenants and agreements herein shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagee's beneficiary (if applicable), and Mortgagee. In the event the Mortgagee executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagee not personally but as Trustee aforesaid and authority to execute this instrument and the expressly understood and agreed to being contained herein or in the Note shall be construed as creating any liability on the Mortgagee personally to pay any and all obligations due under or pursuant to the Agreement or Mortgage, or any indebtedness secured by the Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagee is personally concerned Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

Mortgagee shall be able to Mortgage for all legal costs, including but not limited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgment. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property. Mortgagee shall be able to Mortgage for all legal costs, including but not limited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgment. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property. This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407, and 312.7. In the event that any provisions of this Mortgage or Agreement conflict with then applicable law, such conflict shall not affect other provisions of this Mortgage or Agreement which can be given effect without conflicting provision, and to the end the provisions of the Mortgage and Agreement are declared to be several.

Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgagee. Upon Mortgagee's election, Mortgagee's beneficiary, if applicable, breach of any covenant or agreement of this Mortgage, including the covenant to pay when due or if it is secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee and Mortgagee's beneficiary, if applicable, specifying the breach, (2) the action required to cure such breach, (3) a date, not less than 30 days from the date the notice is mailed, by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee may elect to close this Mortgage by judicial proceedings without further demand and may to enforce this Mortgage by judicial proceedings. Upon Mortgagee's election, Mortgagee's beneficiary, if applicable, breach of any covenant or agreement of this Mortgage, including the covenant to pay when due or if it is secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee and Mortgagee's beneficiary, if applicable, specifying the breach, (2) the action required to cure such breach, (3) a date, not less than 30 days from the date the notice is mailed, by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceedings without further demand and may to enforce this Mortgage by judicial proceedings.

4 To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgagee, to pay to Mortgagee on each installment date a sum equal to the sum of one-twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes (by law) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. In the event such deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee may apply a part or all of such excess at such time as it may elect to the principal of indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagee shall, on demand, pay such deficiency.

3 To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any power mortgage against the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance to collect the proceeds thereof, to report the check and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.