

Harris Bank Winnetka, N.A., not personally but as
TRUSTEE U/T/A dtd. 6/24/86 and known as trust #L-3512
520 Green Bay Road
Winnetka, IL 60093
MORTGAGOR
*I include each mortgagor above

This instrument was prepared by
(Name) **LORI CASE-HARRIS BANK WILMETTE**
(Address) **1701 SHERIDAN, WILMETTE, IL**
HARRIS BANK, WILMETTE, N.A.
1701 SHERIDAN ROAD
WILMETTE, IL 60091
MORTGAGEE
*You means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, **HARRIS BANK WINNETKA, N.A. NOT PERSONALLY BUT AS TRUSTEE***
MAY 6, 1993 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")
PROPERTY ADDRESS: **1101 ASHLAND AVENUE** **WILMETTE** **60091**
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:
LOT 1 (EXCEPT THE WEST 25 FEET THEREOF) IN BLOCK 15 IN GAGE'S ADDITION TO WILMETTE, IN FRACTIONAL SECTIONS 27 & 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. #05-27-307-009
*** U/T/A DATED 6/24/86 KNOWN AS TRUST #L-3512**
DEPT-01 RECORDING 127.00
T#8888 TRIM 9263 05/20/93 11:45:00
#1307 # W-93-383721
COOK COUNTY RECORDER

located in **COOK** County, Illinois.
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

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 this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof):
 93383721

Future Advances: All amounts owed under the above 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.

Revolving credit loan agreement dated **05/06/1993** with initial annual interest rate of **7.000**%. All amounts owed under this 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.

The above obligation is due and payable on **MAY 6, 2000** if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of **TWENTY SIX THOUSAND AND NO/100***** 26,000.00** Dollars (\$**26,000.00**), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

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 loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

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

SIGNATURES:
X _____

ACKNOWLEDGMENT: STATE OF ILLINOIS _____ County ss:

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ (Name)

of _____ (Name of Corporation or Partnership)
a _____ on behalf of the corporation or partnership.

My commission expires: _____ (Date)

(Notary Public)

Property of [Redacted]

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 amount I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If principal payment 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 fee 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 attorney's fees if I break any covenants in the mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay those 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 attorney's 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. **Leasehold; 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 Mortgagee.** 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 in my name or pay any amount if necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not prejudice 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. 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 consider the event a default if it happens again. 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 and Assignors and Assigns.** All duties under this mortgage are joint and several. I also agree that 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 other address which you have designated.

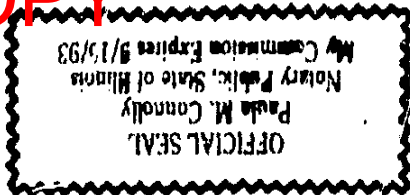
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY



Paula M. Connolly
Notary Public

GIVEN under my hand and Notary Seal this 10 day of May, 1993.

I, the undersigned, a Notary Public in and for said County, in the state of Harris Bank Winnetka, N.A., and Pat Erickson, Assistant Vice President of Harris Bank, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the Assistant Vice President did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

Attest: Pat K. Erickson
Assistant Vice President

By: Keith C. Erickson
Senior Vice President

Harris Bank Winnetka, N.A., as Trustee as aforesaid and not personally,

IN WITNESS WHEREOF, Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

Harris Bank Winnetka, N.A., not personally but as Trustee as aforesaid, makes no warranties of title to the trust property. Bank Winnetka, N.A., as Trustee, hereby waives, releases, discharges, and holds harmless the mortgagor/trustee, Harris Bank Winnetka, N.A., from and against all claims, demands, actions, suits, damages, costs, expenses, attorney's fees, and other liabilities, whether known or unknown, incurred by the mortgagor/trustee hereunder that shall be construed as creating any liability on Harris Bank Winnetka, N.A., personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that any recovery on this mortgage/trust deed and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Notwithstanding anything to the contrary appearing in said mortgage/trust deed, the Land Trustee, Harris Bank Winnetka, N.A., makes no warranties of title to the trust property.

12136326

RID

RID

UNOFFICIAL COPY

LAND TRUST RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider is dated MAY 6, 1993 and is a part of and amends and supplements the Mortgage/Deed of Trust, ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to HARRIS BANK WILMETTE, N.A. ("Note Holder"). The Security Instrument covers the property described in the Security Instrument and Located at:
1101 ASHLAND AVE., WILMETTE, IL 60091

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.

B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the property or any right in the property is sold or transferred without the Lender's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in land trust or any other method of conveyance of real or personal property interests.

C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.

D. This Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust Number L-3512. The Trustee is not personally liable on the Note secured by the Security Instrument.

By signing this Rider, I agree to all of the above.

Harris Bank Winnetka, not personally but as
TRUSTEE U/T/A #L3512 Dtd 6/24/86

BY:


Senior Vice President

93382721

UNOFFICIAL COPY

Property of Cook County Clerk's Office