

UNOFFICIAL COPY

Comper
Equity Money Service

BANK ONE Order # AC0601132

Revolving Credit Mortgage

LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK SUCCESSOR TRUSTEE TO
This Mortgage is made this 27TH day of JUNE, 1994, between the Mortgagor, EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE, UNDER A TRUST AGREEMENT DATED JUNE 10, 1977 AND KNOWN AS TRUST NO. 32545, AS TO PARCEL 1, AND LESTER LAMPERT AND MAUREEN LAMPERT, HIS WIFE, IN JOINT TENANCY, AS TO PARCEL 2.

and the Mortgagee BANK ONE, CHICAGO, NA ("Mortgagee") whose address is
P.O. BOX 7070 (Street) CHICAGO (City) ILLINOIS (State) 60618 7070 (Zip Code)

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated JUNE 27, 1994 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 Mortgagor or Mortgagee's beneficiary (if applicable) until the last business day of the 120th full calendar month following the date of the Agreement.

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made 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 \$ 14,000.00.

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 hereafter 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 Mortgagor 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,

Mortgagor 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

180000 TRAN 8586 07/13/94 14142100
98815 + C J # - 94 - 608791
COOK COUNTY RECORDER

SEE EXHIBIT A

94608791

Common Address 204 GREENVIEW HIGHLAND, ILLINOIS, 60625

Property Tax No. 14142100

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 replacemnts and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate in this Mortgage is on a leasehold) are herein referred to as the "Property".

Mortgagor 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, reservations, 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

BANK UNITED OF TEXAS, FSB recorded with the Recorder of Deeds FEBRUARY 1, 1993

County COOK as Document No. 9388112 ("prior mortgage")

Mortgagor further covenants

SLIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED June 27, 1994 UNDER TRUST NO. 10-32545-09

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 10-32545-09 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

FORM 1101 11

REC'D BY: [illegible]

94608791

REC'D BY: [illegible]

UNOFFICIAL COPY

3. To keep the Property insured against loss, or damage by fire and windstorm and to further insure said Property against loss, for the benefit of Mortgagee and the holder of any prior mortgage on the aggregate amount of the first mortgage plus the balance of the Property with a maximum amount acceptable to Mortgagee, and to deposit the proceeds of such insurance with Mortgagee for the use of Mortgagee, to be applied by Mortgagee, or by its authorized agent, and compromise any loss covered by such insurance, to collect the proceeds thereof, and to endorse checks 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.

4. To pay all taxes and assessments against said Property at the same shall become due and payable 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 year or period for which taxes and assessments are next due and payable, as estimated by Mortgagee, and deposits shall be withheld and advanced by the Mortgagee (unless required 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. Mortgagee assumes no responsibility for the validity of any tax or assessments.

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.

If all or any part of the Property or an interest therein, including benefits and proceeds in the land that it is applicable to, shall ever be sold or further encumbered by Mortgagee or its beneficiary including trustee, administrator or assignee of the property, or if the property is sold or further encumbered by anyone other than Mortgagee or its beneficiary, or if the Property is no longer the principal residence of Mortgagee or its beneficiary, or if applicable Mortgagee may, at its option, declare all the sums secured by the Mortgage to be immediately due and payable.

Upon Mortgagee's (or Mortgagee's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or the Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee or its beneficiary shall have the right to demand of Mortgagee and Mortgagee's beneficiary, if applicable, specifying (1) the breach, (2) the action required to cure such breach, and (3) that failure to cure such breach by a certain date (not to exceed 30 days) from the date the notice is mailed, by which such breach must be cured, and (4) that failure to cure such breach by such date shall constitute an 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 or its beneficiary may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand and may foreclose the Mortgage by judicial proceeding.

Any tortfeasor(s) by Mortgagee, or its beneficiary, or any other person, or otherwise affected by appeal or law, or any other law, or any other law, shall not be liable for the exercise of any such right or remedy by Mortgagee.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of the Illinois Real Estate Brokers' Statute (Chapter 117, Sections 6405, 6406 and 6407) and 312.2, in the event that any provision or clause of the Mortgage or Agreement conflicts with the applicable law, such conflict shall not affect the other provisions of this Mortgage or the Agreement which can be given effect without violating such provision, and to this end the provisions of the Mortgage and Agreement are declared to be favorable.

Mortgagee shall be liable to Mortgagee 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 (and the beneficiary of Mortgagee, if applicable) hereby waives all right of homestead exemption in the Property.

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 Mortgagee, Mortgagee's beneficiary (if applicable), and Mortgagee.

In the event the Mortgagee executing this Mortgage is an Illinois limited liability trust, this Mortgage is executed by Mortgagee, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing 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 this 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, personal or real, to secure the payment thereof. LASALLE NATIONAL TRUST, N.A., SUCCESSOR, TRUSTEE OF LASALLE NATIONAL BANK, SUCCESSOR TRUSTEE TO LAND TRUST ENGINEER NATIONAL BANK OF CHICAGO, A NATIONAL BANKING INDIVIDUAL ASSOC., ITS SUCCESSOR OR SUCCESSORS, not personally but

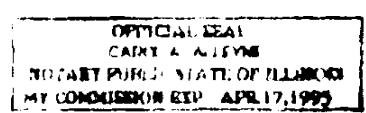
as Trustee under Trust Agreement dated JUNE 10, 1977 and known as Trust Number 103415-89 TO PARCEL 1

BY
its Vice President
Account: Nancy A. Stack
County of Cook Assistant Secretary
State of Illinois

LESTER LAWERT, AS TO PARCEL 2
MARGUERITE LAWERT, AS TO PARCEL 2

I, the undersigned, a Notary Public in and for said County and State of Illinois, DO HEREBY CERTIFY THAT Corinne Bek, Vice President and Nancy A. Stack, Assistant Secretary of LaSalle National Trust, N.A., personally known to me to be the same person, whose name is they, 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 their right of homestead. Witness my hand and notarial seal this 27th day of June, 1995.

HAROLD LAWERT
Notary Public, State of Illinois
County of Will
State of Illinois



I, CAROL A. ALLEVINE, a Notary Public in and for said County and State of Illinois, DO HEREBY CERTIFY THAT LESTER LAWERT AND MARGUERITE LAWERT, known as LESTER AND MARGUERITE LAWERT, personally known to me to be the same person, whose name is THEY, 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 their right of homestead. Given under my hand and notarial seal this 27th day of JUNE, 1995.

94608791

Notary Public
Commission Expires 4/17/95

UNOFFICIAL COPY

Form No. 31002/10-93

© BANK ONE NATIONAL ASSOCIATION 1992

2722

This instrument prepared by and to be returned to Bank One, CHICAGO, ILL. 60618-7070
Address: P.O. BOX 7070, CHICAGO, ILL. 60618-7070

1 To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgages and upon failure of Mortgagor to perform such covenants Mortgagor herein may, at its option, do so. Mortgagor shall have a claim against Mortgagor's beneficiary, if applicable, for all sums so paid by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest, as hereinafter provided, it being specifically understood that although Mortgagor may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of the Mortgage.
2 To keep and maintain all buildings now or hereafter situated upon the Property in good repair and not to commit or suffer to be committed waste upon said Property.

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made 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 \$94,000.00.

JUNE 27, 1994 as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagor under certain conditions will make loan advances from time to time to Mortgagor or Mortgagor's beneficiary (if applicable) until the last business day of the 15th full calendar month following the date of the Agreement.
Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated
P.O. BOX 7070 (Street) CHICAGO, ILL. 60618-7070 (City) ILLINOIS (State) 60018-7070 (Zip Code)

and the Mortgagee BANK ONE, CHICAGO, ILL. 60618-7070
LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK SUCCESSOR TRUSTEE TO
This Mortgage is made this 27TH day of JUNE 1994 between the Mortgagor / EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE, UNDER A TRUST AGREEMENT DATED JUNE 10, 1977 AND KNOWN AS TRUST NO. 32545 AS TO PARCEL 1, AND LESTER LAWBERT, AND WAUREEN LAWBERT, HIS WIFE, IN JOINT TENANCY, AS TO PARCEL 2.

Revolving Credit Mortgage

BANK ONE *Bank # Account 1152*

Equity Money Service

3 8468791

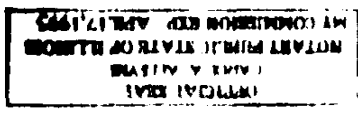
051-68-0000-007175

Stamp

UNOFFICIAL COPY

94605701

Given under my hand and notarial seal this 27TH day of JUNE 1977
Notary Public in and for the State of Illinois, My Commission Expires
CAROL A. MILLER



The undersigned ...
Government, Vice President and Nancy A. Stork, Assistant Secretary of the State of Illinois, Personally known
to me by the same person, appeared before me on this day in person and acknowledged that they were subscribed to the foregoing instrument, appearing before me personally known
subscribed to the foregoing instrument, appearing before me personally known
subscribed to the foregoing instrument, appearing before me personally known

Signature of Vice President and Nancy A. Stork, Assistant Secretary of the State of Illinois, dated June 10, 1977.

County of Cook, State of Illinois, Assisted Secretary, Attention: Nancy A. Stork, Vice President

LESTER LAMERT, AS TO PARCEL 2
MARGARET LAMERT, AS TO PARCEL 2
[Signatures]

is Trustee under Trust Agreement dated JUNE 10, 1977 and known as Trust Number 102-269-89 AS TO PARCEL 1
AS TO ITS SPOUSAL OR SEPARATE ESTATES
LAND TRUST NATIONAL BANK SUCCESSION TRUSTEE
Mortgage is secured by the Property and the Mortgage is secured by the Property and the Mortgage is secured by the Property

Each of the covenants and agreements herein shall bind upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagee, Mortgagee's beneficiary (if applicable), and Mortgagee.
Mortgagee and the beneficiary of the Mortgagee hereby waives all right of homestead exemption in the Property hereby and hereinafter in the Property.
Mortgagee shall be liable to Mortgagee for all legal costs including but not limited to reasonable attorney fees and costs and charges of any sale in any action to enforce the Mortgagee's right hereunder, whether or not such action proceeds to judgment. Said costs shall be included in the indebtedness secured by the Mortgagee, as provided in the Mortgagee's certificate of title.

Any action taken by Mortgagee to enforce any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of any such right or remedy by Mortgagee.
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 6-3/4, 6-3/5, 6-3/6, 6-3/7, 6-3/8, 6-3/9, 6-3/10, 6-3/11, 6-3/12, 6-3/13, 6-3/14, 6-3/15, 6-3/16, 6-3/17, 6-3/18, 6-3/19, 6-3/20, 6-3/21, 6-3/22, 6-3/23, 6-3/24, 6-3/25, 6-3/26, 6-3/27, 6-3/28, 6-3/29, 6-3/30, 6-3/31, 6-3/32, 6-3/33, 6-3/34, 6-3/35, 6-3/36, 6-3/37, 6-3/38, 6-3/39, 6-3/40, 6-3/41, 6-3/42, 6-3/43, 6-3/44, 6-3/45, 6-3/46, 6-3/47, 6-3/48, 6-3/49, 6-3/50, 6-3/51, 6-3/52, 6-3/53, 6-3/54, 6-3/55, 6-3/56, 6-3/57, 6-3/58, 6-3/59, 6-3/60, 6-3/61, 6-3/62, 6-3/63, 6-3/64, 6-3/65, 6-3/66, 6-3/67, 6-3/68, 6-3/69, 6-3/70, 6-3/71, 6-3/72, 6-3/73, 6-3/74, 6-3/75, 6-3/76, 6-3/77, 6-3/78, 6-3/79, 6-3/80, 6-3/81, 6-3/82, 6-3/83, 6-3/84, 6-3/85, 6-3/86, 6-3/87, 6-3/88, 6-3/89, 6-3/90, 6-3/91, 6-3/92, 6-3/93, 6-3/94, 6-3/95, 6-3/96, 6-3/97, 6-3/98, 6-3/99, 6-3/100.

It is the intent of the parties hereto that the Mortgagee shall be entitled to the principal and interest thereon and to all other sums secured by the Mortgage to be immediately due and payable upon the occurrence of any event of default under the Mortgage, whether or not such event of default shall have occurred under the terms of the Mortgage.
Upon Mortgagee's demand, Mortgagee's beneficiary, if applicable, shall be liable to Mortgagee for all legal costs including but not limited to reasonable attorney fees and costs and charges of any sale in any action to enforce the Mortgagee's right hereunder, whether or not such action proceeds to judgment. Said costs shall be included in the indebtedness secured by the Mortgagee, as provided in the Mortgagee's certificate of title.

See Attached Rider for Trustee's Exoneration Clause

1st Mortgage Trust #18

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 to pay the cost of such insurance, and to deposit the proceeds of insurance secured thereby whether then due or thereafter becoming due, or to permit the uses of the same proceeds as a credit upon any part of the indebtedness secured thereby.

UNOFFICIAL COPY

EXHIBIT A

PROPERTY ADDRESS: 2304 GREENVIEW
NORTHBROOK, IL 60062

P.I.N.: 04-16-303-008 (PARCEL 1) AND 04-16-303-064 (PARCEL 2)

LEGAL DESCRIPTION:

PARCEL 1: THE NORTH 100 FEET OF THE SOUTH 700 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF FALLING IN A STRIP OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 298.08 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH WEST 1/4, THENCE SOUTH 2641.0 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH WEST 1/4 299.23 FEET WEST OF THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4, THENCE WEST ON THE SOUTH LINE 66 FEET, THENCE NORTH 2641 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH WEST 1/4 364.08 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH WEST 1/4, THENCE EAST ON THE NORTH LINE 66 FEET TO THE PLACE OF BEGINNING, ALL IN SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED TO TOWNSHIP OF NORTHFIELD BY DOCUMENT 12947439), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 90 FEET OF THE NORTH 100 FEET OF THE SOUTH 800 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

34608791