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NBD BANK, AS TRUSTEE UNDER TRUST AGREEMENT
DATE JUNE 10, 1986 AND KNOWN AS TRUST #52137T
8001 LINCOLN AVENUE

This instrument was prepared by:
(Name) KIM ZRNICH
(Address) 2720 W DEVON, CHICAGO, IL 60659

SKOKIE, ILLINOIS 60077

TRUST DIVISION

MORTGAGOR
* includes each mortgagor above.



Republic Bank

MORTGAGEE
"You" means the mortgagor, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, NBD BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATE JUNE 10, 1986 AND KNOWN AS TRUST #52137T, to you to secure the payment of the secured debt described below, on AND NOT PERSONALLY

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: 601 N KUCI LD, OAK PARK (Street) (City) Illinois 60301 (Zip Code)

LEGAL DESCRIPTION:

LOT 12 IN BLOCK 2 IN FAIR OAKS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TICOR TITLE INSURANCE
BOX 14

06-06-43-017

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DEPT-01 RECORDING \$23.00
T81111 TRAN 6547 09/13/94 12:19:00
94144 C:G *-94-797665
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 N/A

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.):

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 AUGUST 24, 1994, with initial annual interest rate of 8.25%. 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 AUGUST 24, 1999 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars (\$ 125,000.00) 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 HOME EQUITY LINE OF CREDIT

SIGNATURES:

NBD BANK, AS TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 10, 1986 AND KNOWN AS TRUST #52137T
AND NOT PERSONALLY

By: *[Signature]*
Trust Officer
Attest: *[Signature]*
Trust Officer

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County ss:

The foregoing instrument was acknowledged before me this 24th day of August, 1994 by Joseph F. Sochacki, Trust Officer of NBD BANK, an Illinois Banking corporation and George J. Logan, Trust Officer of said corporation

of NBD BANK (Name of Corporation or Partnership)
an Illinois Banking corporation on behalf of the corporation or partnership.

Corporate or Partnership Acknowledgment

My commission expires:

OFFICIAL SEAL
DIANA DUEBNER
Notary Public, State of Illinois
My Commission Expires 7/11/95

[Signature]
Notary Public

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF NBD BANK ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF. ILLINOIS (page 1 of 2)

Property of [Redacted]

1. **Payments:** I agree to pay 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 amounts I owe you on the secured debt (including interest or principal, second, to interest and then to principal. If partial 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 supply labor or materials to improve or maintain the property. You may require me to assign any rights, claims or defenses which I may have against parties who insure 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 covenant in this mortgage or in any obligation secured by this mortgage. Attorneys fees include those awarded by an appellate court. I will pay these amounts to you as provided in Government 10 at this mortgage.
6. **Default and Acceleration:** If I fail to make any payment when due or break any covenant 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 terminate this mortgage in the manner provided by law.
7. **Assignment of Rent 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 legal agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Government 11.
8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the condominium or 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, sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not started on a residential project, you may do whatever is necessary to protect your security interest in the property. This may include continuing the construction.
- Your failure to perform will not prejudice my claim against you or any other party under the law of this mortgage.
- Any amount 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 it you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation:** I agree 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 Government 11. This assignment is subject to the terms of any prior security agreement.
13. **Waiver:** By entering my remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, 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 Assigns Bound:** All others under this mortgage are joint and several. I also agree that mortgage but do not sign the underlying debt. I do so only to make or secure any 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 Property Address or my other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.
- Any action shall be deemed to have been given to either of us when given in the manner stated above.
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 legal person and a beneficial interest in the mortgage is sold or transferred by Federal law or of the date of this mortgage. Situations it is prohibited by Federal law or 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.

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RIDER ATTACHED TO AND MADE A PART OF MORTGAGE DATED

AUGUST 24, 1994 UNDER TRUST NO. 52137-1

This MORTGAGE is executed by NBD BANK, not personally but solely as Trustee under Trust No. 52137-1 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD BANK, hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of the Mortgagor or Grantor or on said NBD BANK, personally to pay the 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 expressly waived by the Mortgagee, the legal owner(s) or holder(s) of said 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 NBD BANK, personally are concerned, the legal holder or holders of said Note and the owner or owner 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 hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor(s), if any. All the covenants and conditions to be performed hereunder by NBD BANK, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD BANK, by reason of any covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this statement.

It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that NBD BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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