

319

Chicago, Illinois 60675  
30 S. La Salle Street

THOMAS J. MALPIN

This document prepared by: *mal*

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UNOFFICIAL COPY

Box 180

3. Charges; liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, household payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy issuing to the Bank in favor of the Property (the "Title Mortgage"), if any. Upon Bank's request, Borrower shall promptly furnish to Bank receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the first Mortgage; provided, that Borrower shall not be required to

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.  
2. Application of Payments. Unless applicable law provides otherwise, all payments received by Bank under the Agreement and paragraph 1 hereof shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to the principal amount payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

GOVERNANTS, Borrower covenants and agrees as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Bank's interest in the Property.  
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Bank's interest in the Property.  
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the 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".

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SEE RIDER ATTACHED

(if hereinafter "Property Address") legally described as:

150 E. Hillside Road, Barrington, Illinois 60010

NOW, THEREFORE, to secure to Bank the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and convey to Bank the property located in the County of Cook, State of Illinois, which has the street address of

THIS EQUITY CREDIT LINE was made by the Trust Company and Trust Company of Chicago, as trustee, on January 15, 1987, between the Mortgagee, American National Bank and Trust Company of Chicago, and the Mortgagor, Beneficiaries of the WHEREAS, Borrower has entered into the Northern Trust Company Equity Credit Line Agreement and Disclosure Statement (the "Agreement"), dated January 15, 1987, pursuant to which Borrower may from time to time borrow from Bank amounts not to exceed the aggregate outstanding principal balance of \$50,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on January 15, 1992, or such later date as the Bank shall agree, but in no event more than 20 years after the date of this Mortgage.

Equity Credit Line Mortgage \$16,000

"RE-RECORD MORTGAGE; RELEASSED IN ERROR AS DOCUMENT #94897487"

DEPT-01 RECORDING \$31.00  
TRAN 0618 00/00/00 01:09:00  
44386 \$ \* - 92898  
COOK COUNTY RECORDER

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1987 FEB -2 AM 11:00

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La Yongh, Thomas

JJ 1 23751

discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Bank or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Bank may require and in such amounts and for such periods as Bank may require provided that Bank shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Bank (which approval shall not be unreasonably withheld). All premiums on insurance policies that are paid in a timely manner. All insurance policies and renewals thereof shall be in favor of and in form acceptable to Bank and shall include a standard mortgage clause in favor of and in form acceptable to Bank. Borrower shall promptly furnish to Bank all renewal notices and all receipts for paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Bank may require proof of loss if not made promptly by Borrower. Unless Bank and Borrower otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or repair of the Property or to the sums secured by this Mortgage, either to restoration or repair of the Property or to the sums secured by this Mortgage, insurance carrier offers to settle a claim for insurance benefits, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Bank and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Bank, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property secured by this Mortgage shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leasehold; Condemnation; Planned Unit Development; Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and consistent documents. Bank's dominion, or planned unit development, shall be exercised by Borrower in accordance with this Mortgage, and shall amend and supplement the same and the provisions of this Mortgage as if the other were a part hereof.

6. Protection of Bank's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Bank's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or default, then Bank, at Bank's option, upon notice to Borrower, may make such arrangements, including, but not limited to, discharge of the Property to make reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Bank pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon Bank's demand and shall

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7. Inspection. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Bank's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to the Borrower. If the Property is abandoned by Borrower, or if, after notice by Bank to Borrower that the condemnor has offered to make an award or settle a claim for damages, Borrower fails to respond to Bank within 30 days after the date such notice is mailed, Bank is authorized to collect and apply the proceeds at Bank's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

9. Borrower Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Bank to any successor in interest of the Borrower shall operate to release, in any manner, the liability of the original Borrower and Borrower's successors, in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forfeiture by Bank Not a Waiver. Any forfeiture by Bank in exercising any right or remedy under the Agreement hereunder, or other provisions of applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Bank shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Successors and Assigns Bound; Joint and Several Liability; (Applicable). The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Bank and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The covenants and agreements of the original Borrower and Borrower shall be joint and several. The covenants and agreements of the original Borrower and Borrower shall be joint and several. The covenants and agreements of the original Borrower and Borrower shall be joint and several.

12. Legislation Affecting Bank's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19 hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, or any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Borrower at the Property Address or at such other address as Borrower may designate by notice to Bank as provided herein, and (b) any notice given by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Bank when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable laws, such conflict shall

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## LEGAL DESCRIPTION

THE EAST 325 FEET OF THE WEST 986 FEET OF THE SOUTH 670.20 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

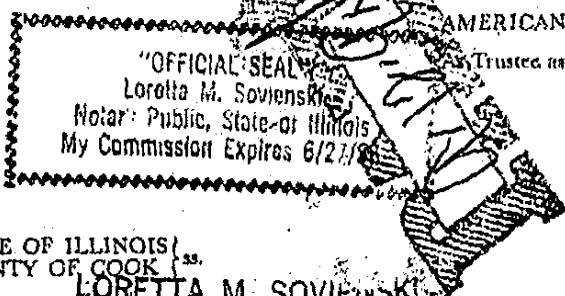
BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 23.82 CHAINS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, 20.91 CHAINS; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, 9.57 CHAINS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4, 19.09 CHAINS TO THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG THE SAID NORTH LINE 14.25 CHAINS TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH ALONG THE WEST LINE TO THE PLACE OF BEGINNING, EXCEPT THAT PART OF THE ABOVE DESCRIBED PREMISES LYING NORTH OF A LINE DRAWN 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6, IN COOK COUNTY, ILLINOIS.

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Trust Company or on said American National Bank and Trust Company 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the ~~Trust~~ Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby 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, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this day and year first above written.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
Trustee as aforesaid and not personally,

By: *[Signature]*  
ATTEST: *[Signature]*  
Assistant Secretary

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STATE OF ILLINOIS  
COUNTY OF COOK

LORETTA M. SOVIENSKI

I, *[Signature]* a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that *[Signature]* Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and *[Signature]* Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this *[Signature]* day of *[Signature]* 1987, D. 19

*[Signature]*  
Notary Public

not affect other provisions of this Mortgage which shall be given effect without the conflicting provisions and the provisions of the Mortgage and the Note are declared to be stable, provided that the Bank may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in the Property in any trust holding title to the Property, is sold or transferred by Borrower without Bank's prior written consent, Bank may, at Bank's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Bank, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements which the Bank may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property (and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

18. Conversion to Installment Loan. Pursuant to the Agreement, the Bank may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments

of not less than one year and which shall in any event be payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

19. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Bank, at Bank's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding. Bank shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Bank, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of any part of the Property and to collect the rents of the Property including the proceeds of any sale. All rents collected by Bank or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Bank shall release this Mortgage without charge to Borrower. Bank shall pay all costs of recordation of the release, if any.

22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

American National Bank and Trust Company of Chicago, as Trustee U/T/A dated June 16, 1981 and Known as Trust Number 52977

Borrower

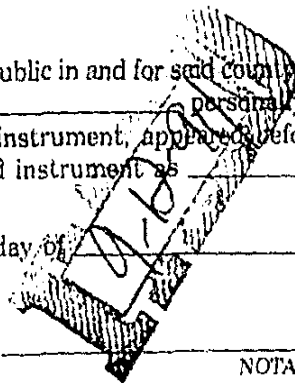
State of Illinois } SS  
County of \_\_\_\_\_

Borrower

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires \_\_\_\_\_



NOTARY PUBLIC

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This Rider is made as of the 15th day of January, 1987, and is attached to and made a part of that certain Equity Credit Line Mortgage of even date herewith granted by the undersigned (the "Borrower") to The Northern Trust Company (the "Bank").

23. Notwithstanding anything to the contrary in Section 19 of the Equity Credit Line Mortgage or in the Agreement, the Bank shall notify the Borrower at least 30 days prior to instituting any action leading to repossession or foreclosure (except in the case of the Borrower's abandonment of the property or other extreme circumstances).

24. If the Borrower has paid any precomputed finance charge, upon the Borrower's payment of the entire outstanding principal balance and termination of the Equity Credit Line, the Borrower shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that the Borrower shall not be entitled to any refund of less than \$1.00. For the purposes of this Section 24, the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

IN WITNESS WHEREOF, Borrower has executed this Rider

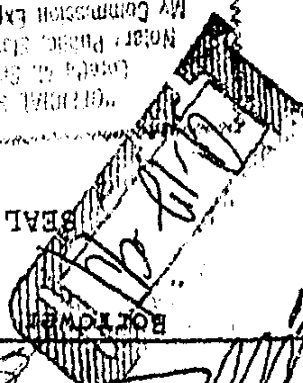
to Equity Credit Line Mortgage, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE U/T/A DATED JUNE 16, 1981 AND KNOWN AS TRUST NUMBER 52977

Borrower  
*[Signature]*

Notary Public  
*[Signature]*

NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 6/27/88

My commission expires: 6-27-88



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Property of Cook County Clerk's Office

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OFFICIAL SEAL  
JOANNE CASHMORÉ  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires Oct. 21, 1990

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My commission expires 10-21-90 January, 1987.

Given under my hand and official seal this 30th day of

\_\_\_\_\_ therein set forth.  
\_\_\_\_\_ their free and voluntary act, for the uses and purposes that they signed and delivered the said instrument as the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged personally known to me to be AND ANNE F. CAVANAGH I, Joanne Cashmore, a Notary Public in and for said county and state, do hereby certify that THOMAS J. CAVANAGH

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State of Illinois  
County of Cook

Beneficiary/AFC  
Beneficiary/ABC

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

The undersigned, owning all of the beneficial interest of said Trust, direct(s) said Trustee to execute said Mortgage and hereby guarantee(s) performance by said Trustee of all covenants and agreements made therein. The undersigned agree(s) that any breach thereof shall constitute an Event of Default under The Northern Trust Company Equity Credit Line Agreement executed by the undersigned. The undersigned also waive(s) all right of home-stand in the property described in said Mortgage.

DIRECTION, WAIVER and GUARANTY  
by American National Bank and Trust Company of Chicago as Trustee under an Agreement dated June 16, 1981 and known as Trust # 52977 Mortgage, to The Northern Trust Company, Mortgagee.

dated January 15, 1987

EQUITY CREDIT LINE MORTGAGE

RIDER 87062912 to

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/08/22