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11. "Liabilities" means any and all liabilities, obligations, or indebtedness of Mortgagee or any other maker of the Note or Mortgage for payment of any and all amounts due under the Note of this Mortgage, whether hereinafter or hereafter arising or accruing, including the liability of Mortgagee to pay or cause to be paid under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interest hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

12. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rate" column on the last business day of each month as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal payments thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate index and will notify Mortgagee of the index selected.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documents and expert assistance, strategy sessions, charges, publication costs, and costs of preparing all abstracts of title, title searches and examinations, title insurance policies, forms, certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate commensurate with the prevailing interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with or subsequent to any, including, without limitation, probate and bankruptcy proceedings, in which Mortgagee shall be a party, either as plaintiff, claimant or defendant, because of the Mortgagee's indebtedness secured hereby, or the any preparation for the commencement of any suit for the foreclosure of this Mortgage after receipt of the right to foreclose, whether or not a foreclosure judgment or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note, after default, whether or not actually commenced, or to any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced, or to any preparation for the defense of any threatened suit or proceeding.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, for payment of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which secure the lien of this Mortgage, including indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities set forth in interest and then to principal; fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, executors or assigns, as their rights may appear.

15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the receiver and without regard to the then value of the Premises. Whether the Premises shall be then occupied as a homestead or not, Mortgagee hereby appoints the receiver, such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and in case of sale, until such receiver is notified in writing by the court of redemption of any, whether there be redemption or not, as well as during any twilight times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, preservation, control, management and operation of the Premises. The court in which the foreclosure suit is filed may, from time to time, authorize the receiver to apply the net income in the receiver's hands in payment of which or a part of which indebtedness is secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become a lien upon the heretofore or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of foreclosure sale and deficiency.

16. No action for the enforcement of the lien of any provision of this Mortgage shall be subject to any defense which would be a bar to a proceeding available to the party indebted by the same in an action at law upon the Note.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereon shall be permitted for that purpose.

18. If the Mortgagor tenders payment in full of all liabilities secured by this Mortgage, then Mortgagee agrees to release the lien of this Mortgage. Mortgagee shall pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby, or any part thereof, whether or not such person or party shall have executed the Note or this Mortgage. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural; the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

20. In the event the Mortgagor is a trust, then this Mortgage is created by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is secured by the present hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time as long as any part of the personal liability shall be enforceable against the undersigned, as trustee, because of or in respect of this Mortgage or the making, issue of the Note hereof, all such personal liability of the trustee, as such, is expressly waived by any assignee.

21. This Mortgage has been duly executed and delivered in Cook County, Illinois and shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be the true and valid under applicable law. If any provision of the Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidities, without invalidating the remainder of such provisions of the remaining provisions of this Mortgage.

WITNESS the hand and seal of Mortgagee the day and year set forth above

Keith W. Groebe
X KEITH W. GROEBE
BETH S. GROEBE

As Trustee Under A Trust Agreement
Dated: 4/12/97
and Known as Trust No. 97-01
AND NOT PERSONAL

By _____
COOK COUNTY, ILLINOIS

STATE OF ILLINOIS)
COURTY OF Cook) SS

APR 12 AM 11:18 04-27470

I, THE UNDERSIGNED KEITH W. GROEBE AND BETH S. GROEBE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY

hereby certify that (personally known to me to be the same persons) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this 4th day of April, 1997

My Commission Expires 3/9/97

STATE OF ILLINOIS)
COURTY OF Cook) SS

Notary Public Seal for Cook County and State, do hereby certify that...
"OFFICIAL SEAL"
NOTARY PUBLIC
Cook County, Illinois

I, _____, Notary Public in and for said county and state, do hereby certify that _____ of _____

and _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and _____, 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 corporation, as Trustee, for the uses and purposes therein set forth, and the said _____ did also then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as _____ free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth. Given under my hand and official seal, this _____ day of _____, 19____.

THIS INSTRUMENT PREPARED BY
ASSOCIATED BANK
BY: B. NUGENT
200 E. RANDOLPH DR.
CHICAGO, IL 60601

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**RIDER TO HOME EQUITY LINE
OF CREDIT MORTGAGE (THE "MORTGAGE")**
DATED MARCH 28, 19 94 EXECUTED

BY KEITH W. GROEBE AND BETH S. GROEBE, HUSBAND AND WIFE, AS ("MORTGAGOR")
AND IN FAVOR OF TENANTS BY THE ENTIRETY
ASSOCIATED BANK
200 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 28TH day of MARCH, 19 94 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagor has previously granted to CHIEF FINANCIAL ("Prior Mortgagee") a Mortgage dated MAY 26TH, 19 93 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois as Document No. 93444951 ("Prior Mortgage") upon certain premises in COOK County, Illinois, described as follows:

LOT 16 IN TRIER CENTER NEIGHBORHOOD SUBDIVISION, BEING A SUBDIVISION OF LOT 7 OF CIRCUIT COURT PARTITION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-21-414-020-0000

and commonly known as 133 BERTLING LANE, WINNETKA, ILLINOIS 60093 and

WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100 (\$ 145,000.00) Dollars plus interest and future advances as therein provided; and
WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is ONE HUNDRED FORTY-ONE THOUSAND AND NO/100 (\$ 141,000.00) Dollars; and

WHEREAS, the Note and the right to make future advances thereon secured by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, Associated Bank has agreed to extend to Mortgagor a Home Equity Line of Credit in the amount of TWO HUNDRED THOUSAND AND NO/100 (\$ 200,000.00) Dollars, upon the security of the Mortgage against the premises described above which is junior to the Prior Mortgage, and

WHEREAS, Mortgagor agrees that as a condition to the extension of the aforesaid Home Equity Line of Credit, Mortgagor shall not request or obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage.

NOW THEREFORE, in consideration of the premises and to induce the Associated Bank to extend and make a Home Equity Line of Credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or entering into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over the Mortgage
- (b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.
- (c) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine, and neuter and vice versa.
- (d) This Rider shall be binding upon and limit to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
- (e) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

WITNESS the hand \$ and seal \$ of Mortgagor the day and year set forth above

X Keith W. Groebe
KEITH W. GROEBE
X Beth S. Groebe
BETH S. GROEBE

BOX 333-CTE

As Trustee Under A Trust Agreement

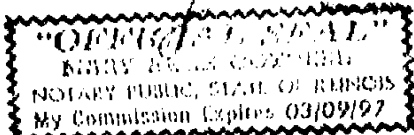
Dated _____ 19____
and known as Trust No. _____
AND NOT PERSONALLY

By _____
By _____

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that KEITH W. GROEBE AND BETH S. GROEBE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY personally known to me to be the same person(s) whose names) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth. Given under my hand and notarial seal, this 28th day of April, 19 94.

Mary Anne Cotter



My Commission Expires: 3/9/97

94327470

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STATE OF ILLINOIS

SS

COUNTY OF

I, _____, Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____
of _____ and
_____ of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and
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 corporation, as trustee, for the uses and purposes therein set forth, and the said _____ did also
then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said
corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office