

UNOFFICIAL COPY

DAVISON W. BARTLEY
 SUZANNE C. BARTLEY
 2131 LINNEMAN ST.
 GLENVIEW, IL 60025
 MORTGAGOR
 *Includes each mortgagor above

This instrument was prepared by
 MARIA SANTELLI
 (Address) 1701 SHERIDAN RD. 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, DAVISON W. BARTLEY AND SUZANNE C. BARTLEY, HIS WIFE (J)
 have granted, sold, conveyed, warranted, released and warrant to you to secure the payment of the secured debt described below on
NOVEMBER 21, 1994, 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: 2131 LINNEMAN ST. GLENVIEW Illinois 60025

LEGAL DESCRIPTION: LOT 7 IN THOMAS E. SULLIVAN JR. GLENVIEW SUBDIVISION OF PART OF THE NORTH 163 FEET OF THE EAST 689 FEET OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN # 04-34-411-003

95016338

DEPT-01 RECORDING \$23.50
 T#0001 TRAN 6696 01/10/95 10:01:00
 #0059 # CG *--95--016338
 COOK COUNTY RECORDER

95016338

R1-207-U

(167426)

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):
 NOTE AND SECURITY AGREEMENT DATED NOVEMBER 21, 1994

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 _____ with initial annual interest rate of _____%. 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 NOVEMBER 21, 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 FIFTY THOUSAND AND NO/100***** Dollars (\$ 50,000.00) 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 DAVISON W. BARTLEY
 X SUZANNE C. BARTLEY

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County ss
 The foregoing instrument was acknowledged before me this 21st day of NOV, 1994
 by DAVISON W. BARTLEY AND SUZANNE C. BARTLEY, HIS WIFE (J)

Corporate or Partnership Acknowledgment of _____ Name of Corporation or Partnership _____
 a _____ on behalf of the corporation or partnership.
 My commission expires _____
 "OFFICIAL SEAL"
 Romelia Brahim
 Notary Public, State of Illinois
 My Commission Expires 6/25/95
 _____ (Notary Public)

Property of Copyrighted Documents

- 12. Release.** When I have paid the secured debt you will discharge this mortgage without charge, and I agree to pay all costs to record this mortgage.
- 13. Transfer of the Property or a Beneficial Interest in the Mortgage.** If at any time 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 first mortgage and a beneficial interest in the mortgage is sold or transferred by a third party. However, you may not demand payment in the above circumstances if the property is sold or transferred to a party who is a bona fide purchaser for value without notice of this mortgage.
- 14. Notice.** Unless otherwise provided by law, any notice to be given to you by me or by my attorney shall be given to you at the address set forth in the above or to any other address which you have designated.
- 15. Joint and Several Liability; Co-signers and Assigns Bound.** All persons who sign this mortgage are jointly and severally liable to sign this mortgage and to pay the mortgage debt. It is the intent of the parties that the mortgage debt is not only the obligation of the mortgagor but also the obligation of the mortgagor's co-signers and assigns. Such persons shall be bound by the terms of this mortgage and shall be liable for the same as if they had signed the mortgage themselves. I also agree that you and your attorney may extend, modify or terminate the mortgage in any manner without my consent. Such changes shall not constitute a breach of this mortgage.
- 16. Waiver.** By executing this mortgage, you waive any right to claim a deficiency judgment against me or any other person. By not exercising any remedy, if I default and you do not wish to exercise your right to foreclose, you waive any other remedy. I also agree to execute and record any deed and other instruments as may be required to carry out the terms of this mortgage.
- 17. Condemnation.** If the property is sold or otherwise disposed of by a governmental authority, the proceeds of such sale or disposition shall be applied to the payment of the secured debt. This and the other provisions of this mortgage shall survive the taking of all or any part of the property, and shall be binding on the heirs, assigns and personal representatives of the mortgagor.
- 18. Inspection.** You may enter the property at any time for the purpose of inspecting the property and the condition of the same. If you find any defect in the property which may affect the value of the property, you may require me to repair the same or to take other appropriate action. I will be liable for the cost of such inspection and for any damage to the property caused by your inspection.
- 19. Authority of Mortgagee to Perform for Mortgagee.** I agree to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign any instrument or file any document on the property which may be necessary to carry out the duties or cause them to be performed. You may also cause any other person to perform any of my duties under this mortgage. This may include causing the construction of a building on the property, or the installation of a utility line on the property. This may include causing the construction of a building on the property, or the installation of a utility line on the property.
- 20. Leaseholds, Condominiums, Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold, the condominium or the planned unit development.
- 21. Waiver of Homestead.** I hereby waive all right of homestead exemption on the property.
- 22. Assignment of Rents and Profits.** I assign to you the right and profit of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents and profits on the property. Any rent or profit that you collect or receive shall be applied to the payment of the secured debt and the management and maintenance of the property. Any rent or profit that you collect or receive shall be applied to the payment of the secured debt and the management and maintenance of the property. I may collect and retain the rents and profits on the property. Unless we have agreed otherwise in writing, I may collect and retain the rents and profits on the property. Any rent or profit that you collect or receive shall be applied to the payment of the secured debt and the management and maintenance of the property. Any rent or profit that you collect or receive shall be applied to the payment of the secured debt and the management and maintenance of the property.
- 23. Default and Acceleration.** If I fail to make any payment when due or break any covenant under this mortgage, any part 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.
- 24. Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees, I shall pay these amounts to you as provided in Covenant 10 of this mortgage.
- 25. 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 insured on any such insurance policy. Any insurance proceeds may be applied, at my discretion, to either the restoration or repair of the damaged property or to the secured debt. If you elect to insure the property, you shall agree to make the secured debt for as long as you reduce the property.
- 26. Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property, when due and will defend and hold the property against all claims which would result in the loss of this property. I will also pay all expenses and attorneys' fees which may be incurred by the property against all claims against title.
- 27. Payment of the Secured Debt.** 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 shall 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 any payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is fully paid.

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