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BANK OF LINCOLNWOOD

4433 W. Touhy Ave. • Lincolnwood, IL 60466

REVOLVING CREDIT MORTGAGE

Home Equity Loan Program
Land Trust Form

COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

DEPT-01 RECORDING \$27.50
T#0008 TRAN 4568 06/05/95 14:07:00
#6673 & JB *-95-363597
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THIS MORTGAGE is (and as of April 8, 19 95, and is between HARRIS TRUST AND SAVINGS BANK as trustee under trust agreement dated March 4, 1985 and known as Trust No. 43127 ("Mortgagor"), and BANK OF LINCOLNWOOD, an Illinois banking association, 4433 W. Touhy Avenue, Lincolnwood, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note (the "Note") dated the same date as this Mortgage payable to the order of Mortgagee in the principal amount of \$ 160,000.00 (the "Line of Credit"). Accrued interest on the Note shall be due and payable monthly beginning the 20th day of the first month after the date hereof, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest (the "Account Balance") shall be due and payable at maturity (defined below). Interest on the Note shall be charged and payable at the rate of one (1%) percent in excess of the Prime Rate (defined below). Interest after Default (defined below) or Maturity (defined below) on Account Balance shall be charged at a per annum rate equal to four (4%) percent in excess of the Prime Rate. Mortgagor has the right to prepay all or any part of the Account Balance at any time without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of COOK and State of Illinois legally described as follows:

Lots 18 and 19 in Block 1 in the Orchards Crawford Church Subdivision of part of the East 1/2 and the Northeast 1/4 of Section 15, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, IL.

Commonly known as: 9419 N. Keyston Avenue, Chicago, IL
Tax I.D.#: 10-15-214-042

THIS INSTRUMENT WAS PREPARED BY
MARIE MITCHELL
4433 W. TOUHY AVE.
LINCOLNWOOD, ILL. 60466

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances ("Advances") made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any Advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time and Advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of the Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof give to Mortgagee the right to foreclose the Mortgage, Mortgagor may collect, receive and enjoy such avails.

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during any further times when Mortgagor, 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, possession, 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 in whole or in part of the indebtedness secured hereby, or secured by any judgement, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

18. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

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

20. Upon payment and discharge of all amount secured by this Mortgage and termination of the Line of Credit, Mortgagee shall release the lien of this Mortgage, and shall pay all expenses, including recording fees or otherwise, to release this Mortgage of record.

21. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. 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 persons or parties have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of and gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

22. This Mortgage is executed 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 securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof, no issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

23. This Mortgage has been made, executed and delivered to Mortgagee in Lincolnwood, Illinois, and shall be construed 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 effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of the Mortgage.

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

COLE TAYLOR BANK is successor Land Trustee to Harris Bank and all references within this document to Harris Bank shall be deemed to mean Cole Taylor Bank as Successor Trustee.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

COLE TAYLOR BANK

As Trustee aforesaid and not personally

By:

[Signature]
ASSISTANT VICE PRESIDENT

Attest:

[Signature]
TRUST OFFICER

MARITZA CASTILLO

I, MARITZA CASTILLO, a Notary Public in and for said County in Illinois, do hereby certify that

KENNETH E. PIEKUT ~~Assistant Vice~~ President of COLE TAYLOR BANK, and

MARTIN S. EDWARDS Assistant Trust Officer—Assistant Cashier of said Trustee who are

personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage as such officers appeared before me this day in person and acknowledged that they signed and delivered the said Mortgage as their own free and voluntary act and as the free and voluntary act of said Trustee, for the use and purposes therein set forth; and the said Assistant Trust Officer—Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal of said Trustee, did affix the corporate seal of said Trustee, to said Mortgage as said Assistant Trust Officer—Assistant Cashier's own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of April, 19 95.



[Signature]
NOTARY PUBLIC