

(All)

Land Title Accommodation # 2112  
MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

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NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY

3756691

This MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among Mark S. Riske and Karen L. Riske (married to each other) as joint tenants with right of survivorship

(herein "Borrower") and First State Bank and Trust Company of Park Ridge

(herein "Bank")

# SECOND MORTGAGE

Borrower in consideration of the indebtedness herein recited grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event Borrower conveys, mortgages and quitclaims) unto Bank and Bank's successors and assigns, the following Described property located in the

City of Mt. Prospect County of Cook State of Illinois

Lot Forty Four (44) in Forest Manor Unit No. 2, being a Subdivision in the Southwest quarter (1/4) and the Southeast quarter (1/4) of Section 25, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 29, 1963, as Document Number 2093496,

commonly known as 1804 Permanent Real Estate Index No. 03-25-306-023 Lane, Mt. Prospect, Illinois 60056 (herein "Property Address").

TO HAVE AND TO HOLD such property unto Bank and Bank's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Bank to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage, and all of the foregoing, together with said property are hereinafter referred to as the "Property", as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well as a Security Agreement under the Uniform Commercial Code, for the purpose of creating a security interest in such property, which Borrower hereby grants to Bank as Secured Party (as such term is defined in the said Code).

To Secure to Bank on condition of the repayment of the indebtedness evidenced by an Agreement and Disclosure Statement (Agreement) of even date herewith and

by Borrower's Variable Interest Rate Promissory Note (Note) of even date herewith in the principal sum of U.S. \$ 120,000.00 or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid as required

to be paid, due and payable ten years from the date thereof, the payment of all other 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 contained herein and in the Agreement and the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents". The Note evidences a revolving credit, as defined in Illinois Statutes Chapter 17, Paragraph 6405 and as otherwise amended. The lien of this Mortgage secures payment of any existing indebtedness and future 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 as to whether or not there is any advance made at the time this Mortgage is executed and without regard as to whether or not there is any indebtedness outstanding at the time any advance is made.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed, and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Bank may, prior to the expiration of the term of Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

### COVENANTS. Borrower and Bank covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the Note.

2. **APPLICATION OF PAYMENTS.** Unless applicable law requires otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by borrower under paragraphs 6 and 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

3. **PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES, LIENS.** Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents if any. Borrower shall deliver to Bank upon its request, receipts evidencing such payment.

4. **HAZARD INSURANCE.** Borrower shall, at its cost, 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 (collectively referred to as "Hazards") as Bank may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Bank provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgagee clause in favor of and in a form acceptable to Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Bank all renewal notices and, if requested by Bank, all receipts of said premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Bank within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Bank under any Hazard insurance policy may, at Bank's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Bank and Borrower in this connection) and in such order as Bank may determine or be released to Borrower for use in repairing or reconstructing the Property, and Bank is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Bank in writing within thirty (30) calendar days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Bank is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Bank's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Bank, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment

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STATE OF ILLINOIS  
COUNTY OF COOK

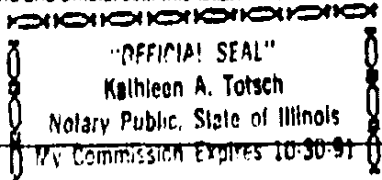
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Mark S. Riske and Karen L. Riske,

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that his wife personally known to me to be the same person whose name

is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal this 20th day of August 1988



Kathleen Totsch  
Notary Public

Commission expires

This document has been prepared by Geraldine Cooper, V.P.

First State Bank & Trust Co. of Park Ridge

607 Devon, Park Ridge, Il. 60068

PTI # 03-25-306-023

IF BORROWER IS A TRUST:

By not personally but solely as aforesaid

Dated \_\_\_\_\_

ATTEST

STATE OF ILLINOIS  
COUNTY OF

ss

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that

President of \_\_\_\_\_ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and

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 acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to instrument as his 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 \_\_\_\_\_

Notary Public

Commission Expires

THIS INSTRUMENT PREPARED BY

ACORN 11/2

STATE OF ILLINOIS  
COUNTY OF COOK  
NOTARY PUBLIC

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1/29/88

NOTARY PUBLIC



Individual Borrower Karen L. Riske

Date 8-20-88

Individual Borrower Mark S. Riske

Date 8-20-88

IF BORROWER IS AN INDIVIDUAL(S)

IN WITNESS WHEREOF, Borrower has executed this Mortgage

26. TRUSTEE EXCULSION. If this Mortgage is executed by a Trust, the Trustee executes this Mortgage as Trustee as stated in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly intended and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the part of the Trustee personally to pay said Note or any interest thereon, or any indebtedness accruing hereunder or to perform any covenants or implied covenants or implied terms contained herein, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

27. CAPTIONS, SUCCESSIONS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon (and inure to the benefit of) the heirs, successors and assigns of the Borrower.

28. WAIVER OF STATIONARY RIGHTS. Borrower shall not and will not apply for or all itself or any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moral" or "equity" rights. Borrower shall not and will not apply for or all itself or any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moral" or "equity" rights. Borrower shall not and will not apply for or all itself or any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moral" or "equity" rights. Borrower shall not and will not apply for or all itself or any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moral" or "equity" rights.

29. TAXES. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Borrower shall pay the full amount of such taxes.

30. REQUEST FOR NOTICE. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Bank requests that copies of notices of default sent to Borrower be sent to the Property Address. Bank requests that copies of notices of default sent to Borrower be sent to the Property Address. Bank requests that copies of notices of default sent to Borrower be sent to the Property Address.

31. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full.

32. TIME OF ESSENCE. Time is of the essence in this Mortgage and the Note and Agreement.

33. ACTUAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Documents, Bank will not be deemed to have received actual knowledge of information required to be conveyed to Bank in writing by Borrower until the date of actual receipt of such information at

607 Devon Ave., Park Ridge, IL 60068

18. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Bank shall release the Mortgage and the Property thereon. Borrower shall pay all costs of recording, if any.

19. ASSIGNMENT OF RENTS; APPOINTMENTS OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that prior to acceleration under paragraph 17 hereof, on the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

20. ACCCELERATION; REMEDIES INCLUDING FREEZING THE LINE. Upon the existence of an Event of Default, Bank may, at its sole option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Bank shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees.

21. ADDITIONAL SPECIFIC PROTECTION. Notwithstanding any other term of this Mortgage, Bank, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 18 or 19 of this Mortgage, including without limitation Bank's receipt of notice from any source of a lien, claim of lien or encumbrance, other lien or interest in the Property, or any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 18 or 19 of this Mortgage.

22. NOTICE OF ANY SUCH FREEZE SHALL BE GIVEN IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 17 OF THIS MORTGAGE. FREEZING THE LINE WILL NOT PRECLUDE BANK FROM SUBSEQUENTLY EXERCISING ANY RIGHT OR REMEDY SET FORTH HEREIN OR IN ANY OF THE CREDIT DOCUMENTS.

23. FAILURE TO PAY. Failure to pay such indebtedness within ten (10) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

24. PAYABLE AS SET FORTH IN PARAGRAPH 17 OF THE AGREEMENT. Failure to pay such indebtedness within ten (10) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

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