

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Annelle N. Rusca, a Notary Public in and for said County Il.
the State aforesaid, DO HEREBY CERTIFY THAT Anita D. Kraus, as Successor Trustee to
VICE PRESIDENT & TRUST OFFICER OF NBD TRUST COMPANY OF ILLINOIS, and Lawrence J. Kolman
THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Lawrence J. Kolman
Assistant Vice President & Trust Officer of said Trust Company, personally known to me to
be the same persons whose names are subscribed to the foregoing instrument as such Vice
President & Trust Officer and Assistant Vice President & Trust Officer, respectively,
appeared before me this day in person & 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 Trust Company for the uses and purposes therein set forth; and the said Assistant
Vice President & Trust Officer did also then and there acknowledge that he, as custodian
of the Corporate Seal of said Trust Company, did affix said Corporate Seal of said Trust
Company to said instrument as his own free and voluntary act and as the free and voluntary
act of said Trust Company, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal, this 3rd day of November 19 88.

OFFICIAL SEAL
ANNETTE H. BRUSCA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/2/90

Annelle N. Rusca
Notary Public

BE NOTACHED HEREIN AND MADE A PART HEREOF

Property of Cook County Office

UNOFFICIAL COPY

3756802

This instrument was prepared by: Alice Palmer
Mail To: Household Bank, fsh
255 E. Lake St., Bloomington, IL 60108
(Address)

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

**NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to

THIS MORTGAGE is made this 22nd day of November, 19 88
between the Mortgagor, The Bank and Trust Company of Arlington Heights, As Trustee, Under Trust Agreement Dated September 2, 1975 (herein "Borrower"), and the Mortgagee, Household Bank, fsh
And Known as Trust Number 1134-AH AND NOT PERSONALLY, a corporation organized and
existing under the laws of the U.S. whose address is _____
(herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ _____ which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on _____

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 40,000.00 or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 11/22/88 and extensions and renewals thereof (herein "Note"), providing for payments of principal and interest at the rate specified in the Note (herein "contract rate") including any adjustments to the amount of payment or the contract rate if that rate is variable, providing for a credit limit of \$ 40,000.00 and an initial advance of \$ 992.54

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; 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 herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois:

THE WEST 130.17 FEET OF LOT 1 IN BLOCK 2, IN MINNECIG ARLINGTON HEIGHTS, RESUBDIVISION OF LOTS 2, 5, 6, 7, 10, 11, 12, 13, WEST 1/2 OF 14, WEST 1/2 OF 15, ALL OF LOTS 16, 17, 18, 19, 20, 21, AND 22 IN CAMPBELL AVENUE ADDITION TO ARLINGTON HEIGHTS, BEING A SUBDIVISION OF PARTS OF SECTIONS 30 AND 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED ON AUGUST 12, 1955, AS DOCUMENT NUMBER 1618766, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 03-31-107-084

which has the address of 1015 W. Sigwalt Arlington Hts.
Illinois 60005 (herein "Property Address") and is the Borrower's address.
(Street) (City) (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as 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 the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNOFFICIAL COPY

3755802
3755802

NOV 30 AM 9 24
HARRY (BUS) MOURELL
REGISTRAR OF TITLES

Household Bank
5905 Roselle
Schaumburg IL 60193

Property of Cook County Clerks Office

IN WITNESS WHEREOF, Borrower has executed this Mortgage
NBD TRUST COMPANY OF ILLINOIS, as Successor
Trustee to THE BANK & TRUST COMPANY OF ARLINGTON
HEIGHTS, I/IV 11-34-AH, and not personally, Borrower
BY: [Signature] Vice President & Trust Officer
Attest: [Signature] Vice President & Trust Officer

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

STATE OF ILLINOIS
County of _____
I, _____ a Notary Public in and for said county and state, do hereby certify that
personally known to me to be the same (person) whose name(s) _____
appeared before me this day in person, and being wedged that he _____
has voluntarily 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

Space Below The Line Reserved For Lender and Recorder

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. Prior Mortgages and Deed of Trust; Charges, Taxes. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. 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 Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender 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 priority over this Mortgage.

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

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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. 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 by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree in other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

9. 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 Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

315602

