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Further, Borrower covenants and agrees as follows:

1. Borrower shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed, (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrance, mechanic's lien or other lien or claim for lien, (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Bank, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises, (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises, (f) refrain from impairing or diminishing the value of the Premises.

2. Borrower shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the Premises. Borrower shall, upon written request, furnish to Bank duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Borrower may desire to contest.

3. Upon the request of Bank, Borrower shall deliver to Bank all original leases of all or any portion of the Premises, together with assignments of such leases from Borrower to Bank, which assignments shall be in form and substance satisfactory to Bank. Borrower shall not procure, permit nor accept any prepayment, discharge or compromise of any rent nor release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Bank's written consent.

4. Any awards or damage resulting from condemnation proceedings, exercise of the power of eminent domain or the taking of the Premises for public use are hereby assigned and shall be paid to Bank. All the proceeds or any part thereof may be applied by Bank, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Bank is hereby authorized, on behalf and in the name of Borrower, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Bank hereunder shall be exclusive. Each right and remedy of Bank with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Bank in exercising or omission to exercise any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Bank.

6. Borrower shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Bank, including without limitation, flood damage, where Bank is required by law to have the loan evidenced by the Note so insured. Such insurance policies shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note, all policies shall be issued by companies satisfactory to Bank. Each insurance policy shall be payable, in case of loss or damage, to Bank. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Bank. Borrower shall deliver all insurance policies, including additional and renewal policies, to Bank. In case of insurance about to expire, Borrower shall deliver to Bank renewal policies not less than ten days prior to the respective dates of expiration.

7. Upon Default by Borrower hereunder, Bank may, but need not, make any payment or perform any act required of Borrower hereunder in any form and manner deemed expedient by Bank, and Bank may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Bank may purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Bank to protect the Premises or the lien hereof, plus reasonable compensation to Bank for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the per annum rate equal to the post maturity rate set forth in the Note. Inaction of Bank shall never be considered as a waiver of any right accruing to Bank on account of any Default hereunder on the part of Borrower.

8. If the Bank makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Bank may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Bank, the Note and any other Liabilities shall be immediately due and payable and Borrower shall pay all expenses of Bank including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Bank's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means the occurrence of one or more of the events, conditions or acts defined as a "Default" in the Note, including but not limited to the failure of Borrower to cure a Cause for Default. Default under the Note shall be Default under this Mortgage.

10. Notwithstanding any other provision of this Mortgage, the sale, lease, mortgage, trust deed, grant by Borrower of an encumbrance of any kind, conveyance, contract to sell, transfer of the Premises or any part thereof, or transfer of ownership or possession of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in Borrower shall be made without the prior written consent of Bank.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Borrower or any other maker of the Note to Bank for payment of any and all amounts due under the Note or this Mortgage, whether heretofore now owing or hereafter arising or owing, due or payable, however created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or hereafter created, including attorneys' fees relating to Bank's rights in notes and security interests in collateral, including advancing or disbursing any funds to Bank at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities evidenced by this Mortgage shall include 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 Bank 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 Rates" column on the last business day of each month as the "Prime Rate" on 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 will 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 advances thereunder. In the event *The Wall Street Journal* discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H.15 on the last business day of the month as the "Bank Prime Loan" interest rate.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Bank 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 Bank for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Bank 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 Bank. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Bank. This paragraph shall also apply to any expenditures or expenses incurred or paid by Bank or on behalf of Bank in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Bank shall be a party either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness secured hereby or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to effect upon enforce the provisions of the Note or any instrument which secures the Note after Default under the Note, whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the preceding paragraph hereof; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities, first to interest and then to principal; fourth, any surplus to Borrower or Borrower's heirs, legal representatives, successors 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 Borrower at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Bank may be appointed as 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 a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Borrower, 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 in the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may 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 judgment foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such judgment, and the deficiency judgment against Borrower or any guarantor of the Note, after application of such sale and deficiency.

16. Inaction of Bank in the enforcement of the provisions of any provision of this Mortgage shall not be construed to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

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

18. Bank shall release this Mortgage and pay all expenses for releasing this Mortgage, including recording fees and otherwise, by a proper release upon payment in full of the Note and the Liabilities.

19. This Mortgage and all provisions hereof shall extend to and be binding upon Borrower and all persons or parties claiming under or through Borrower. The word "Borrower" when used herein shall 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 shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. The word "Bank" includes the successors and assigns of Bank.

UNOFFICIAL COPY

Return to:
Prepared by: Judy Hubble
Cole Taylor Bank/Main
350 E Dundee Rd
Wheeling IL 60090

37533553

CONSUMER REVOLVING CREDIT MORTGAGE

THIS MORTGAGE is dated as of Dec 17,1988 19 , and is between
Gary Zuck, divorced and not since remarried

(Borrower") and Cole Taylor Bank/Main
350 E Dundee Rd Wheeling IL 60090
an Illinois Banking Corporation located at ("Bank").

WITNESSETH:

Borrower has executed a Revolving Credit Note dated as of the date of this Mortgage, payable to the order of the Bank ("Note") in the principal amount of Eighty Thousand Dollars and 00/100****

Dollars ($ 80,000.00), payable on the day five years after the date of the Note. Interest on the unpaid principal balance of the Note shall accrue at the rate of one percent per annum in excess of the Variable Rate Index as hereinafter defined. Interest on the unpaid principal balance of the Note shall be increased to the rate of five percent (5%) in excess of the Variable Rate Index then in effect, after maturity of the Note or upon Default under the Note or this Mortgage. Interest which accrues on the Note is payable monthly commencing Jan 30,1989 19 , and on the same day of each and every successive month thereafter, until the Note is fully paid, with a final payment of all accrued interest due at maturity.

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, Borrower does by these presents CONVEY and MORTGAGE unto Bank, all of Borrower'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 Lot 41 in Smith and Dawson Second Addition to Country Club Acres Prospect Heights Illinois, a subdivision of the Southwest 1/4 of the Southeast 1/4 andthe West 10 Acres ofthe Northwest 1/4 of the Southeast 1/4 of Section 22, Township 42 North, Range 11, East of the Third Principal Meridian according to the Plat thereof, registered as Document Number 791719 in Cook County Illinois

NOT IDENTIFIED

37533553

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 fixtures 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 the Premises or hereafter located, installed, placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between the parties hereto and all persons claiming by, through or under them.

The Permanent Index Number of the Premises is 03-22-409-005

The common address of the Premises is 109 E Clarendon St Prospect Heights IL 60070

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 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 any advance is made.

Further, Borrower does hereby pledge and assign to Bank, 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. Bank by acceptance of this Mortgage agrees, as a personal covenant applicable to Borrower only, and not as a limitation or condition hereof and not available to anyone other than Borrower, that until a Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Bank the right to foreclose this Mortgage, Borrower may collect, receive and enjoy such avails.

Further, Borrower does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This Mortgage has been made, executed and delivered to Bank in Cook and shall be construed in accordance with the internal 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, void or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

In executing and delivering this Mortgage, the Borrower agrees to the terms and provisions of this Mortgage, including the terms and provisions on the reverse side of this Mortgage which are incorporated herein by reference.

WITNESS Borrower has executed and delivered this Mortgage as of the day and year set forth above.

Gary Zuck

Gary Zuck

STATE OF ILLINOIS
COUNTY OF Ill

I, Erma Fabian, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary Zuck, divorced not since remarried and personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as such 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 for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of Dec 19 88

Erma Fabian
NOTARY PUBLIC

My Commission Expires 19

OFFICIAL SEAL
ERMA FABIAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 22,1992

Property of Cook County Clerk's Office

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