

This instrument prepared by:
Joseph R Liptak
6700 W North Av
Chicago IL 60635

UNOFFICIAL COPY

3778846

CW-27109

(Space Above This Line For Recording Data)

LOAN NO. 011832649
DATE: MARCH 5, 1989

JUNIOR MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT

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

THIS MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and among
RICK R ROBINSON AND LESLIE B ROBINSON, HIS WIFE and (strike if title is not
held in an Illinois Land Trust) (GENERAL TRUSTEE, NAME
generally known as ST. PAUL FEDERAL BANK FOR SAVINGS HEREIN DESIGNATED TRUSTEE) (NAME)
(herein each of **RICK R ROBINSON, LESLIE B ROBINSON**
and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and **ST.
PAUL FEDERAL BANK FOR SAVINGS**, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 (herein
"Lender").

In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party
in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys,
mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located
in the CITY of **MT PROSPECT**, County of **COOK**
State of Illinois:

**LOT TWENTY (20) IN BLOCK FOUR (4), IN PLEASANT HEIGHTS,
MOUNT PROSPECT, BEING A SUBDIVISION OF LOTS THREE (3) AND
FOUR (4) IN OEHLEBCKING'S DIVISION OF LAND, IN THE SOUTH
EAST QUARTER (1/4) OF SECTION 12, TOWNSHIP 41 NORTH, RANGE
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS. P.I.N. 08-12-407-003**

which has the address of **505 S LOUIS STREET, MT PROSPECT IL 60056**
(herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever together with all the
improvements now or hereafter erected on the property and all easements, rights, appurtenances, or 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 Lender 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 (or the leasehold estate if this Mortgage is on a
leasehold) 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, a Security Agreement under the UCC
for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as
such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by
Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S.
\$ **20,000.00** (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with
interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if
not sooner paid or required to be paid, due and payable on **04/01/94**, the payment of all other sums,
with interest thereon, advanced in accordance herewith to protect the security of Lender's Mortgage; and the performance of the
covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured
hereby shall be as set forth in paragraph 20 below.

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. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held
by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to
and include the fee interest acquired by Borrower.
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
(excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend
generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

NOTE IDENTIFIED mp

3778846

UNOFFICIAL COPY

1770947
DUPLICATE

3778846

3778846

3778846

89 MAR 13 PM 12:39
CAROL MUSELEY BRAUN
REGISTRAR OF TITLES

Deed to _____
Address _____
Noted _____
First American Title Insurance
Company of the Mid West
100 North LaSalle Street Suite 400
Chicago, Illinois 60602 750-6780

Notary Public
Given under my hand and official seal this _____ day of _____ 19____

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ President of _____ a corporation and _____ Secretary, respectively, appeared before me as such officers and fact-staff of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers and fact-staff of said corporation, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and the free and voluntary act of said corporation, as Trustees, for the use and purpose herein set forth; and the said Secretary did also then and there acknowledge that he, as a custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument on this day in the presence of the said _____ and the said _____ and the said _____ as aforesaid.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ President of _____ a corporation and _____ Secretary, respectively, appeared before me as such officers and fact-staff of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers and fact-staff of said corporation, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, and the free and voluntary act of said corporation, as Trustees, for the use and purpose herein set forth; and the said Secretary did also then and there acknowledge that he, as a custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument on this day in the presence of the said _____ and the said _____ and the said _____ as aforesaid.

By: _____
Not personally but solely as trustee as aforesaid

State of Illinois SS _____
County of _____ SS _____

"OFFICIAL SEAL"
TRACY A. KAECHER
Notary Public, State of Illinois
My Comm. Exp. 10-3-92
IF BORROWER IS ALSO A TRUSTEE

Given under my hand and official seal this _____ day of _____ 19____

_____ personally known to me to be the same person whose name (or names) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act of _____ and _____, and _____ as aforesaid.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ County of Cook STATE OF ILLINOIS

INDIVIDUAL BORROWER	Date	INDIVIDUAL BORROWER	Date
RICK R. ROBINSON	5-2-89	RICK R. ROBINSON	5-2-89
LESLIE B. ROBINSON	5-2-89	LESLIE B. ROBINSON	5-2-89

IF BORROWER IS AN INDIVIDUAL(S)

IN WITNESS WHEREOF, Borrower has executed this Mortgage _____
of any co-trustee, co-mortgagor or guarantor of said Note and this Mortgage
conveyed by endorsement of the Note and this Mortgage, but his waiver shall in no way affect the personal liability
of any co-trustee, co-mortgagor or guarantor of said Note and this Mortgage, and that any recovery
contained herein or in any instrument secured by this Mortgage shall be construed as creating any liability on the Trustee personally
to pay said Note or any interest that may accrue thereon, or any indebtedness assuming hereunder or to perform any
covenant or term or obligation of the Note secured by this Mortgage or any instrument secured by this Mortgage, and that nothing
contained herein or in any instrument secured by this Mortgage shall be construed as creating any liability on the Trustee personally
agreed by the Trustee herein and by every person now or hereafter claiming any right or security hereunder that nothing
in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and
4. Trustee Expenses. If this Mortgage is executed by a Trustee, Trustee executes this Mortgage as a Trustee as aforesaid,
Borrower hereby waives all rights of the Trustee to reimbursement for any expenses incurred by the Trustee as a Trustee in the
5. Waiver of Recourse. Borrower hereby waives all rights of the Trustee to reimbursement for any expenses incurred by the Trustee as a Trustee in the
Note Lender shall release the Mortgage without charge to Borrower.
6. Release. Upon payment of all sums secured by this Mortgage, and termination of the revolving credit line under the
rents actually received.
7. Release of Lender. Upon payment of all sums secured by this Mortgage, and termination of the revolving credit line under the
property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable
past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the
entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those
any period of redemption following judicial sale. Lender, in person or by agent or by judicially appointed receiver, shall be
Upon expiration under paragraph 1b hereof of abandonment of the Property, or at any time prior to the expiration of
hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
8. Assignment of Rent. Lender in Possession. As additional security hereunder, Borrower
hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceptance hereunder, Borrower
excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens,
maximum amount secured hereby.
9. Release of Lender. Upon payment of all sums secured by this Mortgage, and termination of the revolving credit line under the
property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable
past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the
entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those
any period of redemption following judicial sale. Lender, in person or by agent or by judicially appointed receiver, shall be
Upon expiration under paragraph 1b hereof of abandonment of the Property, or at any time prior to the expiration of
hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
10. Assignment of Rent. Lender in Possession. As additional security hereunder, Borrower
hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceptance hereunder, Borrower
excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens,
maximum amount secured hereby.

9. Condemnation. The proceeds of any award or claim for damages, great 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. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or 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 any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by registered or certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower on the date it is delivered to the Property's address or the date such notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.

15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

16. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can give effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, and of this Mortgage at the time of execution or after recordation hereof.

18. Events of Default; Remedies (Including Freezing the Line).

a. Events of Default. Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit instrument or promissory evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in this Note or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose lien is or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors attempts to (or actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise specified in this Section.

b. Remedies (Including Freezing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, 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 herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

19. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby.

3778846

UNOFFICIAL COPY

that Borrower will rather take 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...

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the Note...

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, or the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, Borrower shall pay to the Lender...

3. 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...

4. Changes. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and judgments attributable to the Property which may accrue prior to the date of this Mortgage...

5. Extension of Payment. Unless applicable law provides otherwise, all payments received by Lender under this Note and the Mortgage shall be applied by Lender in payment of any advance made by Lender pursuant to this Mortgage...

6. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Note and the Mortgage shall be applied by Lender in payment of any advance made by Lender pursuant to this Mortgage...

7. Substitution of Property. The proceeds of the sale of the Property or the proceeds of any other security agreement with a lien which has priority over this Mortgage shall be applied by Lender in payment of any advance made by Lender pursuant to this Mortgage...

8. Insurance. Borrower shall obtain and maintain in full force and effect a fire and theft insurance policy on the Property and the Mortgage...

9. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

10. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

11. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

12. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

13. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

14. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

15. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

16. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

17. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

18. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

19. Release of Lien. Upon request of Lender, Borrower shall give prompt notice to the insurance carrier and Lender of any change in the terms of the insurance policy...

Vertical stamp: 958222