

3807413

Parcel 1
 That part of the West 212.40 feet of the North West 1/4 of the South West 1/4 of Section 4, Township 42 North, Range 9 East of the Third Principal Meridian, lying South of a line drawn at right angles to the West line of said North West 1/4 of the South West 1/4 thru a point on said West line 920.04 feet South of the North West corner of said North West 1/4 of the South West 1/4 in Cook County, Illinois

Also
 Parcel 2
 That part of the West 212.40 feet of the South West 1/4 of the South West 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian, lying North of the Center line of Sutton Road in Cook County, Illinois.

Also
 Parcel 3
 That part of the South East 1/4 of Section 5, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:
 Beginning at a point on the East line of the said South East 1/4 1318.04 feet South of the North West corner of the North West 1/4 of the South West 1/4 of Section 4, Township 42 North, Range 9, East of the Third Principal Meridian; thence Southwesterly 310.44 feet to a point in the center line of Sutton Road 242.87 feet Northwesterly of the intersection of the center line of Sutton Road and the East line of the South East 1/4 of said Section 5; thence Southeasterly along the center line of Sutton Road 462.87 feet to its intersection with the East line of the South East 1/4 of said Section 5; thence North along said East line 464.12 feet to the point of beginning, all in Cook County, Illinois.

Property of Cook County

71-04-001-12 BUTLER INC

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Property of Cook County Clerk's Office

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Document prepared by:
Richard L. Becker
State Bank of Lake Zurich
P.O. Box
Lake Zurich, IL 60047

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State Bank of Lake Zurich
35 WEST MAIN STREET, LAKE ZURICH, ILLINOIS 60047, Phone 312-627-2655
"Continuous Service Since 1916"

INTEREST RATE WILL
NEVER BE GREATER THAN
20%.

REVOLVING CREDIT MORTGAGE
VARIABLE RATE — WSJ PRIME

THIS MORTGAGE, dated October 22, 1988, is between
Robert A. Shaw and Carol F. Shaw, husband and wife

("Mortgagor") and State Bank of Lake Zurich, Lake Zurich, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 33,000.00 (the "Credit Line"). Payments of accrued interest on the Note shall be due and payable monthly beginning November 20, 1988, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable on October 20, 1993. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to ONE (1.0) percent per annum in excess of the Variable Rate Index (defined below). Interest in Default (defined below), or maturity of the Note, whether by acceleration or otherwise shall be calculated at the per annum rate equal to 4.0 percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The undersigned promises to pay a late charge assessment of \$15.00 for any monthly interest payment received within 15 days after the payment is due.

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, being and being in the county of Cook and State of Illinois, legally described as follows:

71-24-221 Pa. Sudzinski

Legal description affects property of Certificate and other property

which is referred to herein as the "Premises", together with all improvements, buildings, encumbrances, appurtenances, gas, oil, minerals, and all rights and interests in, on, over or under the Premises, and all types and kinds of fixtures, including but not limited to, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether electrically or mechanically controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or hereafter erected, installed or 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. The permanent

Index Number of the Premises is 01-24-302-008 The common address of the Premises is 352 Sutton Road, Barrington, IL 60010
& 01-05-402-006

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes, Chapter 17, Paragraph 6-05. 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 future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made after the lien of this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any 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 in 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 this 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 Mortgagee, that until a default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

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

Further, Mortgagor covenants and agrees as follows:

- Mortgagor shall (a) promptly repair, restore or rebuild any buildings 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 encumbrances, security interests, liens, mechanical liens or claims 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 or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or hereafter on progress or construction 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) make no material alterations in the Premises except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- Mortgagor shall pay, when due and before any delinquency, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments, and charges against the Premises. Mortgagor shall upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments are in full form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or termination of any lease or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- Any award of damages resulting from condemnation proceedings, or exercise of the power of eminent domain, or the taking of the Premises for public use, or hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the satisfaction of the Liabilities secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid assignments and to appeal from any such award.
- No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, the Mortgage of the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall constitute any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall 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 Mortgagee.

APPRAISAL OF NO U.S. TAX LIEN ATTACHED. En 338

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6. Mortgagor shall keep the Premises in repair and insure against loss or damage by fire, lightning, windstorm, vandalism and malicious damage...

7. Upon Default by Mortgagor hereunder, Mortgagee is empowered to sell the Premises and the proceeds of such sale to pay the principal and interest due...

8. If Mortgagee makes any payment authorized by this Note, it shall be deemed to be made in full satisfaction of the debt secured by this Note...

9. Upon Default, at the sole option of the Mortgagee, this Note and/or any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with the enforcement of this Note...

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of ownership or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagee 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 hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the foregoing of any provisions of the Note the liabilities secured by this Mortgage shall not exceed 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 Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the 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" for 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.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee 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 Mortgagee or attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, title certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders of a foreclosure sale. All of the foregoing items which may be expended after entry of the foreclosure judgment, may be set off by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee, shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post mortem interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation 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 collect or enforce the provisions of the Note (any instrument which secures the Note after Default, whether or not actually commenced); or (c) any preparation for the defense of any such suit which might affect the Premises or the liability 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, to payment of all costs and expenses incident to the foreclosure proceedings, including all items that are secured by this Mortgage additional to those secured by the Note, with interest thereon as herein provided; second, all other items which under the terms of this Mortgage constitute indebtedness secured by the Note, 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; and fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their right may appear.

15. Upon, or at any time after filing of an application for foreclosure, the receiver without regard to the then value of the Premises shall have power to collect the full statutory period of redemption, if any, and be entitled to collect the rents, issue control, management and operation of the Premises in his hands in payment in whole or other lien or encumbrance which may be noted in case of a foreclosure sale and to take any action to enforce the same in the same in an action at law upon the Note.

16. No action for the enforcement of the same in an action at law upon the Note.

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

18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor tenders payment in full of all Liabilities secured by this Mortgage.

19. 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" which is 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 person 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 any gender shall be applicable to all genders. The word "Mortgagor" includes the successors and assigns of Mortgagor.

20. In the event the Mortgagor is a trust, then 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 personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

21. This Mortgage has been made, executed and delivered to Mortgagee in Lake Zurich, 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 this Mortgage.

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

STATE OF ILLINOIS } \$5
COUNTY OF Lake }

3807413 The undersigned Robert A. Shaw and Carol F. Shaw, husband and wife personally known to me to be the same persons who have subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged they executed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Carol F. Shaw, Registrar of Titles, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged they executed and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

22nd of October 1988