

N3
43

UNOFFICIAL COPY

NBD Bank Evanston, N.A.

REVOLVING CREDIT MORTGAGE

THIS MORTGAGE is dated as of May 17, 1989, and is
 between Joshua A. Leslie (married to Annie Ruth Leslie)

(the "Mortgagor") and NBD Bank Evanston N.A., Evanston, 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 \$ 30,000.00 / (the "Line of Credit"). On or before the payment due date shown on each and every monthly account statement sent to the Mortgagor by the Mortgagee, the Mortgagor shall pay to the Mortgagee the full balance due or at the Mortgagor's option the greater of (a) 1/60 of the aggregate amount of principal and interest outstanding on the Note as of the statement date; or (b) all accrued interest as of the statement date; or (c) \$100.00. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to ZERO.

(d)) percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, "Variable Rate Index" will be the rate of interest, or the highest rate if more than one, published in *The Wall Street Journal* in the "Money Rates" column as the "Prime Rate" on the first business day of each calendar quarter. As used in the Note and this Mortgage "business day" means any day other than Saturday or Sunday or general legal holiday on which *The Wall Street Journal* is not published. Any change in the Variable Rate Index which results in a calendar quarter than it was on the last day of the preceding calendar quarter will become effective in the Variable Rate Index occurring. Any change in the Variable Rate Index which results in the calendar quarter than it was on the last day of the preceding calendar quarter will become effective in the Variable Rate Index occurred. The Variable Rate Index may fluctuate under the Note from time to time by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all outstanding indebtedness under the Note whether from 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 for the first business day of each calendar quarter. Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to

zero 10) percent per annum in excess of the Variable Rate Index. The maximum per annum rate of interest on the Note will not exceed 18 %. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without written notice to the Mortgagee.

The Mortgagee shall have the right to modify the terms of this mortgage upon 30 days prior written notice to the Mortgagor, including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagor, all for situated, lying and being in the County of Cook, and State of Illinois,

Lot Nine (except the East Eleven (11) feet thereof) and **the East Twenty-Two (22) feet of Lot Ten in Simonsen's Subdivision of part of Adelaide W. Swell's Addition to the City of Evanston, in the South Quarter (%) of Fractional Section 7, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

PIN: 11-07-17-008-N Property Address: 1204 Noyes, Evanston, IL
 (e) referred to herein as the "Premises", together with all improvements, buildings, fixtures, attachments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all or the foregoing used (or supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation); either single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, appliances, stoves and water heaters, whether now or in the Premises 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 Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 640%. 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, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, limitation, all or the foregoing used (or supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation); either single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, appliances, stoves and water heaters, whether now or in the Premises 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.

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

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements not to be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for liens, mechanics' liens or claims for hire, (c) pay when due any indebtedness which may be secured by a satisfaction of such hire charge to Mortgagee; (d) complete within a reasonable time any building or building or any improvement or fixtures with respect to the Premises and the use of the Premises; (e) 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; (f) refrain from impairing or diminishing the value of the Premises.

MORTGAGE

THE UNDERSIGNED AGREES TO THE TERMS OF THIS MORTGAGE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT, WHICH ARE INCORPORATED BY REFERENCE.

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

STATE OF ILLINOIS

COUNTY OF Cook

I, Janet Landa, do hereby certify that Joshua A. Leslie and Annie Ruth Leslie married to each other, personally known to me to be the same persons whose names are as follows, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17 day of May, 1989.

My Commission Expires 05/31/90STATE OF ILLINOIS
COUNTY OF Cook

I, do hereby certify that Joshua A. Leslie and Annie Ruth Leslie, respectively, appearing before me this day in person and acknowledged to me that they, being thereto duly authorized and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17 day of May, 1989.

My Commission Expires:

Notary Public

NED BANK, EVANSTON, N.A.
1603 OERRINGTON AVENUE
EVANSTON, ILLINOIS 60204

a Notary Public in and for said County

and

corporation, subscribed to the foregoing instrument, signed and delivered said instrument as their own

and

free and voluntary act.

19

UNOFFICIAL COPY

2. Mortgagor shall pay all taxes and other charges or expenses, whether real or personal, which may be levied or assessed against the property or against the interest of Mortgagor in the property, and receive from the appropriate authority a certificate of payment, in form and manner provided by statute, any taxes or other charges.

3 Upon the request of Mortgagor, MORTGAGEE shall do or cause to be done in respect of any portion of the premises, together with assignments of and conveyances satisfactory to Mortgagor, such acts as may be necessary to perfect the title of Mortgagor to the same, free and clear of any obligation or

4. Any award of damages resulting from a claim against the mortgagor or his/her estate for the taking of the premises for public use is hereby transferred, assigned and held to pay the Mortgagor's debts and expenses as provided by Mortgagor. After the payment of all of Mortgagor's expenses, including costs and attorney's fees, and post-judgment interest, if any, that may be awarded hereby and Mortgagor is hereby authorized, on behalf and in the name of Mortgagor, to collect such award and to apply the same to the payment and discharge of all debts so awarded.

5. No remedy or right to Mortgagee shall be available to Premises shall be to repossess or exercise any right to exercise any remedy or right against the Premises by reason of any question concerning the title thereto, or otherwise, which may be exercised by Mortgagee or the lessee of any part of the Premises, or by any other person, or by any concurrence of them.

dependence, and when sufficient, it may indicate the presence of a malignant lesion.

Mortgagor shall located in a hazard zone. Each insurance policy shall contain language which provides that the insurance company will not pay any claim arising out of damage to the property caused by fire, lightning, windstorms, vandalism and smoke, unless all buildings and improvements are located outside the hazard zone. Each insurance policy shall contain language which provides that the insurance company will not pay any claim arising out of damage to the property caused by fire, lightning, windstorms, vandalism and smoke, unless all buildings and improvements are located outside the hazard zone.

Premises and, in the event of a fire or smoke, in a part of the top which is adjacent to Mortgagor's Building, so as to inflict damage to Mortgagor's Building, Mortgagor shall deliver to Mortgagor such other insurance policies, utilizing additional insurance company, without at his expense, and in the same form and subject to the same conditions as the original policy, as will insure the Mortgagor's Building against loss by fire or smoke, in an amount sufficient to pay off the principal and interest due under this Agreement.

8. P. M. Morris received 82% of the votes cast for the election of the new president of the University of California.

¹⁰ See withholding and other techniques of resistance from being taken into account in the context of power or the relevant law and its application.

11. "Marshall's" means all amounts due to us by you and all amounts due under the Note or this Agreement or evidenced herein or made by you to us or arising, together with attorney's and other legal expenses of defense, and all amounts the due and owing by Myronce shall now exceed the amounts paid to us by you pursuant to the Note or this Agreement, including any unauthorized borrowing and interest thereon plus any reasonable attorney's fees.

12. From the time of his arrival in this country, Mr. _____ has been a member of the church, and has attended all services and classes which have been offered, and especially those taught by Mr. _____.

TOP SECRET

Terrence, could you please let me know if you are proceeding with the defense of the 1st and 2nd degree malice cases? I am awaiting your response as soon as possible. Thank you.

John

The possible consequences of such a procedure are the following:
1) The principal would be forced to proceed with the sale of his *Moscow* constituency, which would be all the more difficult if he had no other assets.
2) The principal would be compelled to sell his *Volga* constituency.

14. Upon, or at any time before, placing it at a receiver's disposal, the bill of exchange may be paid by the drawer, or by his order, to the order of another person.

application for interlocutory injunction may be presented as the time approaches for trial, and, in case of a call away from the State, the power to issue such injunction shall remain with Montague except so far as he may have given other powers which may be exercised by him during such period of his absence from the field.

~~Now, as far as the parties are concerned, it is the duty of the parties to interpret and apply the law as they see fit.~~

12. Most people prefer the Mongolian variety.
13. This Mongolian
14. The new variety

¹⁹ This sentence has been modified from the original by the author.

State of Illinois. Whether or not the provisions of this Memorandum of Agreement are binding upon the State of Illinois, it is the intent of the parties hereto to bind themselves to the terms and conditions set forth herein.

10-12-1968
100% of the time

Digitized by srujanika@gmail.com